

**WARNING:** ALL INDIVIDUALS INTERESTED IN BIDDING ON THIS PROJECT MUST OBTAIN THE FINAL PLANS AND SPECIFICATIONS FROM THE DEPARTMENT MANAGING THE PROJECT OR AS OTHERWISE STATED IN THE ADVERTISEMENT FOR BIDS FOR THE PROJECT. DO NOT USE THE PLANS AND SPECIFICATIONS POSTED ON THE CLERK OF THE BOARD'S WEBSITE FOR BIDDING ON THIS PROJECT.

**NOTICE TO BIDDERS AND SPECIAL PROVISIONS  
FOR CONSTRUCTION ON**

***PHELAN ROAD INTERSECTION IMPROVEMENTS***

***At Sonora Road, Tumbleweed Road, Sunny Vista Road and  
Arrowhead Road***

***Federal aid-Project: HSIPL-5954 (160)***

**LENGTH: 0.87 Mi.**

**WORK ORDER: H14995**

**AREA: Phelan**

**ROAD NO.: 651850-013**

For use in connection with the following publications of the State of California, Department of Transportation:

1. California Department of Transportation (Caltrans) 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 27, 2017), unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2015 including the 2015 Revised Standard Plans (Revisions through July 27, 2017), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

**COUNTY OF SAN BERNARDINO  
DEPARTMENT OF PUBLIC WORKS**

**-- TRANSPORTATION --**



The Notice to Bidders and Special Provisions, prepared for construction on

**PHELAN ROAD INTERSECTION IMPROVEMENTS**  
**At Sonora Road, Tumbleweed Road, Sunny Vista Road and Arrowhead Road**

LENGTH: 0.87 Mi.  
WORK ORDER: H14995  
AREA: Phelan  
ROAD NO.: 651850-013

have been recommended for approval under the direction of the following:

  
Brendon P. Biggs, P.E.  
Director of Public Works

11/22/2021

Date:



have been prepared by or under the direction of the following Registered Engineers:

  
Mervat Nessim Mikhail, P.E.  
Transportation Design Engineering Manager

11/22/2021

Date:



  
Noel Castillo, P.E.  
Deputy Director – Transportation

11/22/2021

Date:



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## NOTICE TO BIDDERS

**NOTICE IS HEREBY GIVEN** that the Board of Supervisors of the County of San Bernardino, State of California, will receive sealed proposals until

**10:00 A.M., THURSDAY, XXXXXXXX XX, 2021**

in the building of:

San Bernardino County Department of Public Works  
Front Reception Desk  
825 East 3<sup>rd</sup> Street  
San Bernardino, CA 92415-0835

**PLEASE NOTE: All bidders and subcontractors, including, but not limited to persons or entities that deliver ready-mix concrete, must be registered with 1) the Department of Industrial Relations (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); and 2) the County's ePro system prior to the date and time to receive sealed proposals or they will be disqualified. The lowest responsive and responsible bidder and its subcontractor must also be registered with the Department of Industrial Relations at the time of award of the contract and must remain registered throughout the term of the contract pursuant to Labor Code section 1771.1. For more information on the requirements of Labor Code section 1771.1, please see <http://www.dir.ca.gov/Public-Works/PB854.htm>.**

Bids (also referred to as "proposals") in response to this solicitation can be submitted through the County of San Bernardino Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/> (**however, if the bid is submitted in ePro, the bidder's security described herein must still be submitted in person in a sealed envelope prior to the proposal opening date and time or in person at the San Bernardino County Department of Public Works at which time they will be transmitted, publicly opened and declared in the Contracts Division Office (Room 141) for the following project:**

**PHELAN ROAD INTERSECTION IMPROVEMENTS**  
**At Sonora Road, Tumbleweed Road, Sunny Vista Road and Arrowhead Road**

**LENGTH:** 0.87 Mi.  
**W.O.:** H14995  
**AREA:** Phelan  
**ROAD NO.:** 651850-013

The work, in general, consists of widening of four (4) intersections on Phelan Road to accommodate left-turn and right-turn lanes to the intersecting streets at Sonora Road, Tumbleweed Road, Sunny Vista Road, and Arrowhead Road. The Project includes mill and overlay of existing pavement, widening with new pavement to accommodate pavement transitions, minor grading on shoulders, construction of approach aprons, new pavement repairs at intersecting streets, traffic striping and doing other work appurtenant thereto.

This project requires a **Class A or C12** contractor's license issued by the California Contractors State Licensing Board. The Contractor must maintain this license from contract award through contract acceptance. All contractors, including any out-of-state

contractors/subcontractors, must comply with all applicable laws and regulations of the State of California at the time of bid and award.

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**SPECIAL NOTICE**

The contract is funded in whole or in part with federal funds administered by the California Department of Transportation (Caltrans). As a result, please note the state and federal requirements identified in these Special Provisions and in the Contract (with attachments).

Attention is directed to the Special Provisions regarding the San Bernardino County Equal Employment Opportunity Program, Emerging Small Business Enterprise (ESBE) Program and the disadvantaged business enterprises (DBE) requirements.

The County of San Bernardino affirms that in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit a bid in response to this invitation. This project and the resulting contract have a DBE goal of Nine Percent (9.0%) participation. Bidders must meet the DBE goal or make adequate good faith efforts to meet the DBE goal, as detailed in Section 2-102, "Disadvantaged Business Enterprise" of the Special Provisions. The County may consider the DBE commitments of the 2<sup>nd</sup> and 3<sup>rd</sup> low bidders when determining whether or not the apparent low bidder made adequate good faith efforts to meet the DBE goal.

The resulting contract requires the following number of apprentices: 0.

The County of San Bernardino is implementing contract requirements for submittal of the Data Universal Numbering System (D-U-N-S) Number form. Refer to section 3 of these Special Provisions.

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A non-mandatory pre-bid meeting is scheduled for

10:00 A.M., WEDNESDAY, XXXXXX XX, 2021

at 825 East 3<sup>rd</sup> Street, Room 147, San Bernardino, California. All bidders and interested small businesses are encouraged to attend this meeting.

This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Bidder's attendance at this meeting is not mandatory, but all bidders are encouraged to attend this meeting.

**NOTE: BIDDERS MUST OBTAIN BIDDING DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS OR FROM THE COUNTY OF SAN BERNARDINO ELECTRONIC PROCUREMENT NETWORK (ePRO) <https://epro.sbcounty.gov/epro/>. BIDS PREPARED ON FORMS OBTAINED FROM OTHER SOURCES WILL NOT BE ACCEPTED. BIDDERS MUST BE LISTED ON THE OFFICIAL PLAN HOLDERS LIST AT THE TIME BIDS ARE PUBLICLY OPENED. BIDS RECEIVED FROM BIDDERS WHO ARE NOT LISTED ON THE OFFICIAL PLAN HOLDERS LIST WILL NOT BE ACCEPTED.**

Bids shall be prepared in accordance with these Special Provisions and the following:

1. Caltrans 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2015, including the 2015 Revised Standard Plans (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

These publications are published by Caltrans and may be reviewed at the Department of Public Works located at 825 East 3<sup>rd</sup> Street, Room 147, San Bernardino, California or at the following website: <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>.

The bids must also be accompanied by cash, cashier's check, certified check, or bidder's bond executed by an admitted surety insurer, made payable to the County of San Bernardino in the amount of at least ten percent of the amount of the bid given as a guarantee that the bidder will enter into a contract. The contract shall be signed by the successful bidder and returned **within 10 days**, and the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self-insurance coverage shall be provided **within 10 days**, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution.

The Engineer will issue two (2) Notices to Proceed, the first being a Notice to Proceed with Submittals, and the second being a Notice to Proceed with Construction. The Contractor shall begin construction work **within 15 days** after the Notice to Proceed with Construction (excluding Saturday, Sunday, and holidays). Pursuant to Section 1-1.07, "DEFINITIONS", of the Standard Specifications, "day" means **"24 consecutive hours running from midnight to midnight; calendar day"**

**The Plans and Special Provisions may be obtained at no cost by visiting <http://epro.sbcounty.gov/bso>**

With the purchase, a return address must be furnished which the purchaser thereby agrees is sufficient to reach him/her. Please note that, upon payment of the purchase price, the purchased copy of the plans and Special Provisions become the property of the purchaser and are not to be returned to the County for refund.

**QUESTIONS:** Bidders must submit all questions in writing, by mail, fax, or e-mail. The deadline for bidder questions is **5:00 P.M. on FRIDAY, XXXXXXX XX, 2021.**

**BONDS:** The successful bidder will be required to furnish a Labor and Materials Bond and a Payment Performance Bond, each in a penal sum equal to one hundred percent of the contract price.

Notice is hereby given that the successful bidder who is awarded the contract may avail itself to Public Contract Code section 22300 which allows substitute securities to be deposited in lieu of retention payments withheld to insure performance.

**ePRO:** Attention is directed to Section 2, "Proposal Requirements and Conditions" regarding the County of San Bernardino's Electronic Procurement Network (ePro) system. **THIS SYSTEM**

REQUIRES NEW REGISTRATION FOR ALL VENDORS DOING BUSINESS WITH THE COUNTY.

**EQUAL EMPLOYMENT OPPORTUNITY:** During the term of the Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Order 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State of California and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

This contract is subject to the State of California contract nondiscrimination and compliance requirements pursuant to Government Code section 12990.

**EMERGING SMALL BUSINESS ENTERPRISE PROGRAM:** Contractors are encouraged to participate in the San Bernardino County Emerging Small Business Enterprise (ESBE) Program. Questions regarding the ESBE Program should be directed to the Department of Public Works, Contracts Division at (909) 387-7920.

**CONFLICT OF INTEREST AND FORMER COUNTY OFFICIALS:** Attention is directed to the Conflict of Interest and Former County Officials requirements in the Special Provisions.

**REPORT BID RIGGING:** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

**PREVAILING WAGES:** Pursuant to section 1773 of the Labor Code, the general prevailing rates of wages in the County of San Bernardino have been determined and are listed in the State of California Department of Industrial Relations Director's General Prevailing Wage Determinations (<http://www.dir.ca.gov/DIR/DPReWageDetermination.htm>). In addition, these wages are set forth in the General Prevailing Wage Rates included in these Special Provisions. The Contractor and subcontractors shall not pay less than the prevailing wage. Copies of the prevailing wage rates are also on file at the San Bernardino County Department of Public Works Contracts Division office (address identified above) and shall be made available to any interested party on request. A copy of the determination of the Director of prevailing rate of per diem wages shall be posted at each job site. More specifically, the Contractor shall post the general prevailing wage rates at a prominent place at the job site (Labor Code section 1773.2).

Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Federal minimum wages for this project as predetermined by the United States Secretary of Labor are set forth in the **Federal Minimum Wages** included in these Special Provisions and also available on the internet at: <https://www.wdol.gov/>.

Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of

the Special Provisions for the project.

Attention is directed to the prevailing wage requirements in the Special Provisions. The contractor and subcontractors shall pay not less than the federal minimum wages or the general prevailing wage rates. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

**LABOR CODE REQUIREMENTS REGARDING REGISTRATION OF CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION:** Contractor shall comply with Labor Code section 1771.1, including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

As provided in Labor Code section 1771.1:

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower

tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 28.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

**LABOR CODE REQUIREMENTS FOR ENTITIES HAULING OR DELIVERING READY-MIXED CONCRETE:** Adherence to the prevailing wage requirements found in Labor Code section 1720.9 for the hauling and delivery of ready-mixed concrete is required. This includes, but is not limited to, a requirement for the person or entity that delivers ready-mixed concrete to register with the Department of Industrial Relations (DIR) as specified in Labor Code section 1725.5. For more information, please see the DIR website: <http://www.dir.ca.gov>.

**IRAN CONTRACTING ACT OF 2010 (Public Contract Code section 2200 et seq.) (Applicable only to Contracts of One Million Dollars (\$1,000,000) or More.)** In accordance with Public Contract Code section 2204(a), the bidder certifies that at the time the bid is submitted, the bidder signing the bid is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran as described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

**BUY AMERICA:** This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991. Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

**CARGO PREFERENCE ACT:** This project is subject to the Cargo Preference Act requirements.

The Contractor agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the resulting contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial clean bill of lading in English for each shipment of cargo described in paragraph (1) of this clause to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause into subcontracts issued pursuant to the resulting contract.

**PAYMENT BY ELECTRONIC FUND TRANSFER:** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other banking account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

**FRENDON BIGGS, P.E., DIRECTOR**  
DEPARTMENT OF PUBLIC WORKS

By:



**ANDY SILAO, P.E., Chief**  
Contracts Division

DATE: \_\_\_\_\_

**COUNTY OF SAN BERNARDINO**  
**SPECIAL PROVISIONS FOR CONSTRUCTION ON**  
**PHELAN ROAD INTERSECTION IMPROVEMENTS**  
**At Sonora Road, Tumbleweed Road, Sunny Vista Road and Arrowhead Road**

**Federal-aid Project: HSIPL-5954 (160)**

**LENGTH: 0.87 Mi.**  
**WORK ORDER: H14995**  
**AREA: Phelan**  
**ROAD NO.: 651850-013**

**ORGANIZATION**

Special provisions are under headings that correspond with the main-section headings of the Caltrans Standard Specifications. A main-section heading is a heading shown in the table of contents of the Standard Specifications.

Each special provision begins with a revision clause that describes or introduces a revision to the Standard Specifications.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the Standard Specifications.

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**DIVISION 1 GENERAL PROVISIONS**

**1 GENERAL**

**Add the following paragraph to section 1-1.01, "GENERAL":**

The Notice to Bidder incorporated into these Special Provisions by this reference.

**Add the following paragraphs to section 1-1.01, "GENERAL":**

The work embraced herein shall be done in accordance with:

- 1) The Caltrans 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions (collectively referred to as "the Standard Specifications"); and
- 2) The Caltrans 2015 Standard Plans, including the 2015 Revised Standard Plans (Revisions through July 21, 2017) (collectively referred to as "the Standard Plans"); and
- 3) Project Plans and these Special Provisions; and
- 4) The Contract; and
- 5) All other documents identified in the Contract.

Both the Standard Specifications and the Standard Plans are published by the State of California, Department of Transportation (Caltrans) and may be reviewed at the following website: [http://www.dot.ca.gov/hq/esc/oe/construction\\_standards.html](http://www.dot.ca.gov/hq/esc/oe/construction_standards.html).

In case of a conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02 "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" is used in the Special Provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

Whenever in these Special Provisions the term section is used in an introductory instruction, it shall be understood to mean and refer to the section of the Standard Specifications unless otherwise specified. The special provision introductory instructions begin with the words "Delete," "Replace," or "Add," and appear as bold text, centered in the page.

**Add the following paragraphs to section 8-1.07B, "Glossary":**

Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

1. Department – The County of San Bernardino.
2. Office Engineer, Engineer or Director -- The Director of the Department of Public Works acting either directly or through properly authorized agents, engineer, assistants, inspectors and superintendents acting generally within the scope of the particular duties delegated to them.
3. Attorney General -- The San Bernardino County Board of Supervisors.
4. Laboratory -- Any laboratory authorized by the Department of Public Works to test materials and work involved in the contract.
5. Liquidated Damages -- In accordance with Section 8-1.10 of the Standard Specifications, the amount prescribed in Section 8 of the Special Provisions to be paid to the County pursuant to the indicated conditions.
6. Engineer's Estimate -- The lists of estimated quantities of work to be performed as contained in the contract documents.
7. State - The County of San Bernardino.
8. Awarding Authority - Means the authorized body or officer that awarded the public work contract.
9. Consultant - Means person(s), sole proprietorships, partnerships, associations, joint ventures, corporations, institutions or other entities who provide expert, professional assistance to the County under a contract.
10. Contract - Means an agreement between two parties consisting of an offer and an acceptance resulting from solicitation of bids or proposals, in which each party commits to stipulated prices, terms and conditions, or materials or services.
11. Contractor - Means any person, sole proprietorship, partnership, association, corporation, joint venture, institution or other entity which is a party to a contract.

12. Minority – Means the same as defined in Public Contract Code section 2051(c).
13. Small Business Concern – Means a small business as defined by Section 3 of the Small Business Act and relevant regulations found in Title 13 Part 121 of the CFR.
14. Procurement - Includes the acquisition of material, supplies, goods equipment, systems, construction and services through both formal (including competitive bids) and informal transactions which result in purchase orders and/or contracts.
15. Public Works Contract - Is an agreement to perform the work described in Public Contract Code section 22002.
16. Purchase - Means a method of procurement which results in an order for materials, supplies, goods, equipment, systems or services.
17. Purchase Order - Is defined as a form of contract which is used to order supplies, equipment, goods, systems or services. These are either unilateral or bilateral in signature in nature, subject to performance by a vendor to form a contractual obligation.
18. Purchasing Agent - Means the Director of the Purchasing Department.
19. Bidder/Proposer - Means any person or entity making an offer or proposal to provide goods and/or services to the County.
20. Subcontractor - Means an individual or business firm contracting to perform part or all of another's contract.
21. Bid Item List – Means the schedule of items found in the Proposal pages starting on P-1 of these Special Provisions.
22. Bid book – Means the Proposal pages starting on P-1 of these Special Provisions.
23. Estimated Cost – Is the estimated cost of the project.
24. Holiday – Holidays shown in the following table:

<b>Holidays</b>	
Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1st
Birthday of Martin Luther King, Jr.	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day Eve	December 24th
Christmas Day	December 25th
New Year's Day Eve	December 31st

If a holiday falls on a Sunday the next weekday that is not a holiday will be taken as a holiday.



their bid. **Any bid that fails to include an executed Noncollusion Declaration shall be considered nonresponsive.**

**The Proposal, including all required forms, must be signed by the bidder or an authorized representative of bidder. PROPOSALS THAT ARE NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.**

**Replace the 6th paragraph of section 2-1.04, "Pre-bid Outreach Meeting," with:**

The Department may hold a single pre-bid meeting for more than one contract. Sign the sign-in sheet for the contract you intend to bid on. If you are bidding on multiple contracts, sign each sign-in sheet for each contract you intend to bid on. The sign-in sheets, with the names of all companies in attendance at each pre-bid meeting, will be made available through ePro and/or the Department for all bidders to view.

**Replace section 2-1.06A, "General," with:**

#### **2-1.06A General**

The Proposal, which includes the Bid Item List, can be found on these Special Provisions and on the County of San Bernardino Electronic Procurement Network (<https://epro.sbcounty.gov/epro/>) as described further herein and shall be used.

**Replace section 2-1.06B, "Supplemental Project Information," with:**

#### **2-1.06B Supplemental Project Information**

The County makes supplemental information available as specified in these Special Provisions.

If supplemental project information is available for inspection, bidders may view it by phoning in a request. The Contracts Division phone number is (909) 387-7920. Make your request at least 7 days before viewing. Include in your request:

1. Project title
2. Work order number
3. Viewing date
4. Contact information, including telephone number

The supplemental information may be available to interested parties at the following address:

San Bernardino County Department of Public Works  
Contracts Division  
825 East 3<sup>rd</sup> Street, Room 147  
San Bernardino, CA 92415-0835

**Replace section 2-1.10, "SUBCONTRACTOR LIST," with:**

#### **2-1.10 SUBCONTRACTOR LIST**

On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.

2. California contractor license number for a non-federal-aid contract.
3. Department of Industrial Relations public works contractor registration number.
4. The portion of work it will perform. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

**Add the following paragraphs to section 2-1.12A, "General,":**

The Department has established the following goal for the Disadvantaged Business Enterprise (DBE) participation for this project:

**DBE GOAL: Nine Percent (9.0%)**

This project is subject to Title 49, CFR Part 26 (49 CFR 26), entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the County requires the participation of Disadvantaged Business Enterprise (DBEs), as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with Federal Funds. DBEs and other small businesses are strongly encouraged to participate in the performance of contracts financed in whole or in part with Federal Funds. The Contractor, sub recipient, or subcontractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work, and should take all necessary and reasonable steps for this assurance. Additionally, the Contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

Bidders shall be fully informed in respect to the requirements of the DBE Program, and as such, the DBE Program requirements are incorporated herein by this reference. Attention is directed to 49 CFR 26 which is included in its entirety as an attachment to these Special Provisions (Yellow Pages). **Bidders are responsible for reviewing 49 CFR 26 in its entirety. Good faith effort submittals will be evaluated for adequacy based on the requirements stipulated in 49 CFR 26 and the guidelines listed in Appendix A to Part 26 – Guidance Concerning Good Faith Efforts (in the Yellow Pages), as well as what is stated in these Special Provisions. Attention is further directed to the following matters:**

- A. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto;
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of materials or supplies, or as a trucking company; **bidders should keep this in mind when considering whether or not to make work available to DBEs.**
- C. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share

in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest;

- D. Count expenditures to a DBE prime or subcontractor toward DBE goals only if the DBE is performing a commercially useful function as explained in 49 CFR 26.55, paragraph (c).
- E. Count expenditures to a DBE trucking company towards DBE goals only if the trucking company is performing a commercially useful function as explained in 49 CFR 26.55, paragraph (d).
- F. Count expenditures to a DBE vendor of materials or supplies towards DBE goals only if the vendor meets the criteria listed in 49 CFR 26.55, paragraph (e).
- G. DBEs must be certified by the California Unified Certification Program (CUCP). The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-811-6346 for assistance.

Access the CUCP database from the Caltrans, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>

- Click on the link titled [DBE SEARCH LINKS](#)
- Click on [Click here to Access the DBE Query Form](#) link
- Searches can be performed using one or more criteria
- Follow instructions on the screen. It is recommended that you do the following: (1) Select the appropriate Work Category Code, (2) Select the appropriate Caltrans District (District 08 includes San Bernardino County), (3) Select DBE as the Majority Owner Gender, (4) Select the Start Search – PDF Results button. **Do not search by county.**

- H. If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

### **DBE Commitment Submittal**

Submit DBE information on the “Local Agency Bidder-DBE Commitment (Construction Contract), Exhibit 15-G” form (from Chapter 15 of the Caltrans Local Assistance Procedures Manual) included in the Bid Proposal Package. If this form is not submitted with the bid, remove the form from the Bid proposal before submitting your bid.

If Exhibit 15-G is not submitted with the bid, the apparent low bidder, the 2<sup>nd</sup> low bidder, and the 3<sup>rd</sup> low bidder must complete and submit Exhibit 15-G to the County. Exhibit 15-G must be received by the County no later than **4:00 p.m. on the 5<sup>th</sup> calendar day after the bid opening.**

Other bidders are not required to submit Exhibit 15-G unless the County requests it. If the County requests you to submit Exhibit 15-G, you must submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with Exhibit 15-G. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the County encourages bidders to submit a copy of the joint venture agreement.

If you do not submit Exhibit 15-G within the specified time, the County finds your bid nonresponsive.

**Good Faith Efforts Submittal:**

If you have not met the DBE goal, you are required to complete and submit a good faith effort submittal, in accordance with 49 CFR 26, the attached Exhibit 15-H form ("DBE Information Good Faith Efforts", from Chapter 15 of the Caltrans Local Assistance Procedures Manual) and Appendix A to Part 26 – Guidance Concerning Good Faith Efforts (in the Yellow Pages), with the bid showing that you made adequate good faith efforts to meet the goal. This documentation is included in the Bid Proposal Package. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the County no later than **4:00 p.m. on the 5<sup>th</sup> calendar day after bid opening.**

If Exhibit 15-G shows that you have met the DBE goal, or if you are required to submit Exhibit 15-G, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the County finds that the DBE goal has not been met. **ANY BIDDER THAT SUBMITS ONLY A COMPLETED EXHIBIT 15-G, WITHOUT ALSO SUBMITTING GOOD FAITH EFFORTS DOCUMENTATION WITHIN THE SPECIFIED TIME FRAME, WILL BE CONSIDERED TO BE NON-RESPONSIVE. This is regardless of whether or not Exhibit 15-G states that the DBE goal has been met.**

Good faith efforts documentation must include the following information, as listed in Exhibit 15-H, and supporting documentation, as necessary:

- A. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
- B. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
- C. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
- D. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

- E. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
- F. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
- G. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary).

**Good faith effort submittals will be evaluated and adequacy based on what is listed above and the requirements stipulated in 49 CFR 26, as well as the guidance provided in Appendix A to Part 26 – Guidance Concerning Good Faith Efforts. Both 49 CFR 26 and Appendix A to Part 26 – Guidance Concerning Good Faith Efforts are included in the Yellow Pages attachment to these Special Provisions. Failure to include supporting documentation of the good faith effort in accordance with what is stated above, will result in a finding that the Good Faith Effort was not adequate. The County may consider the DBE commitments of the 2<sup>nd</sup> and 3<sup>rd</sup> low bidders when determining whether the apparent low bidder made adequate good faith efforts to meet the DBE goal.**

**NON-RESPONSIVENESS OF BID OR PROPOSAL**

WHEN APPLICABLE, BIDDERS FAILING TO MEET THE GOALS OR MAKE ADEQUATE GOOD FAITH EFFORTS WILL BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR CONTRACT AWARD. AFTER REVIEW OF THE FACTS RESULTING IN A RECOMMENDATION TO REJECT A BIDDER AS NON-RESPONSIVE PURSUANT TO THIS PROVISION, THE DEPARTMENT DBE PROGRAM COORDINATOR SHALL PROVIDE WRITTEN DETERMINATION OF BIDDER'S NON-RESPONSIVENESS. ANY PROTEST OR APPEAL REGARDING THIS DECISION SHALL BE MADE IN ACCORDANCE WITH THE SUPPLEMENTARY GRAPH ENTITLED "ADMINISTRATIVE RECONSIDERATION" OF THIS SECTION.

**FALSE CLAIMS OR REPRESENTATIONS**

**Bidders making misrepresentations, false claims, intentionally making an untrue statement or violating any policy or regulation of County DBE Program criteria, shall not be allowed to bid or make proposal on any future County contracts for a period of two (2) years and shall be taken off the County's bidder's list.**

**SUBCONTRACTOR AND DBE RECORDS**

Use each DBE subcontractor as listed on the Bidder's List of Subcontractors (Exhibit 12-B, from Chapter 12 of the Caltrans Local Assistance Procedures Manual) and Local Agency

Bidder DBE Commitment (Construction Contracts) (Exhibit 15-G) forms, unless you receive authorization for a substitution.

The County requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work.

Maintain records, including:

1. Name and business address of each 1<sup>st</sup>-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier.
3. Date of payment and total amount paid to each business.

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15<sup>th</sup> of each month, submit a Monthly DBE Trucking Verification form CEM-2404(F) (Exhibit 16-Z1, from Chapter 16 of the Caltrans Local Assistance Procedures Manual).

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE after completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a DBE Certification Status Change, Exhibit 17-O, form (from Chapter 17 of the Caltrans Local Assistance Procedures Manual). Submit the form within 30 days of contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, Exhibit 17-F, form (from Chapter 17 of the Caltrans Local Assistance Procedures Manual). Submit it within 90 days of contract acceptance. The County will withhold \$10,000 until the form is submitted. The County releases the withheld amount upon submission of the completed form.

### **PERFORMANCE OF SUBCONTRACTORS / DBEs**

DBEs must perform work or supply materials as listed in the “Local Agency Bidder-DBE Commitment (Construction Contract) form, Exhibit 15-G, included in the bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the County.

The County authorizes a request to use other forces or sources of materials if such request shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor’s license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled, resulting in the inability to perform the work on the Contract.
11. The County determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with five (5) days to respond to your notice and advise you and the County of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One (1) or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated, make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the County authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the County does not pay for work listed on Exhibit 15-G, unless it is performed or supplied by the listed DBE or an authorized substitute.

### **DBE RECORDS AND CONTRACT AUDITS**

All County contracts, agreements, and purchase orders shall contain the following clause: Contractor agrees that County has the right to review, obtain and copy all records pertaining to performance of the contract. Contractor agrees to provide County with any relevant information requested and shall permit County access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor shall maintain records for a period of at least three (3) years after final payment under the contract.

- A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First Tier Subcontractors", Form CEM 2402F, Exhibit 17-F, from

Chapter 17 of the Caltrans Local Assistance Procedures Manual), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory Exhibit 17-F is submitted to the Contract Manager.

- 1) Prior to the fifteenth of each month, the Contractor shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.
- 2) The Contractor shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification", Form CEM 2404(F) (Exhibit 16-Z1, from Chapter 16 of the Caltrans Local Assistance Procedures Manual), provided to the Contractor by the County's Contract Manager.

#### **ADMINISTRATIVE RECONSIDERATION**

All protests regarding determination of non-responsiveness and/or bid rejections shall be first reviewed by the Department DBE Program Coordinator. If that individual affirms the determination and/or rejection, and the DBE Liaison Officer (Division Chief, Contracts Division), as well as the Reconsideration Official concurs with the determination and/or rejection, an appeal may be made to the County Board.

Within 10 days of being informed by the County of San Bernardino that the bid is not responsive because it has not sufficiently documented adequate good faith efforts in attempting to achieve the DBE goal, a bidder may request an administrative reconsideration. This request should be made in writing to the Reconsideration Official or:

Mr. Brendon Biggs, P.E., Director  
County of San Bernardino Department of Public Works  
825 E. Third Street Room 101  
San Bernardino, CA 92415-0835  
Telephone: (909) 387-7906

#### **DBE CERTIFICATION**

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes recertified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" form, Form CEM 2403(F) (Exhibit 17-O, from Chapter 17 of the Caltrans Local Assistance Procedures Manual), indicating the DBEs' existing certification status, shall be

signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

**Additional DBE Requirements:**

Under 49 CFR 26.13(b):

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.

Contractor shall:

- A. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the County shows a goal for DBEs.
- B. Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.
- C. Meet the DBE goal shown elsewhere in these special provisions or demonstrate that Contractor made adequate good faith efforts to meet the goal.

It is Contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies Contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

Contractor receives credit towards the goal if Contractor employs a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

**Replace the 7th paragraph of section 2-1.12B(1), "General" with:**

All DBE participation will count toward Caltrans federally-mandated statewide overall DBE goal.

**Delete section 2-1.15, "DISABLED VETERAN BUSINESS ENTERPRISES."**

**Delete section 2-1.18, "SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES."**

**Delete section 2-1.27, "CALIFORNIA COMPANIES."**

**Delete section 2-1.31, "OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS."**

**Add the following paragraphs to section 2-1.33, "BID DOCUMENT COMPLETION AND SUBMITTAL":**

**ePRO**

Bids must be received by the designated date and time. An electronic bid can be submitted through the County of San Bernardino Electronic Procurement Network (ePro) (<https://epro.sbcounty.gov/epro/>). Submittals in ePro will be opened from the system's "encrypted lock box" and evaluated as stated in this solicitation. If the bid is submitted through ePro, the bid may also be withdrawn OR retrieved, adjusted, and re-submitted by the bidder at any time prior to the scheduled deadline for submission of the bid. Paper responses will also be accepted at the location identified in the solicitation and can be withdrawn at any time prior to the scheduled deadline for submission of the bid. If the bid is submitted through ePro, the bidder acknowledges that its electronic signature is legally binding. **All bidders must register with the ePro system prior to the date and time to receive the bid or they will be disqualified. Late or incomplete bids will be considered non responsive.** "complete" bid is defined as a bidder's submittal that includes all bid documents (i.e. the bid / proposal, bidder's security in a separately sealed envelope, and any other bid documents required for the project). System-related issues in ePro shall be directed to Vendor support at [ePro.Vendors@buyspeed.com](mailto:ePro.Vendors@buyspeed.com) or at (855) 800-5042. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-3333. **NOTE: If sending the bid or bid bond to the Public Works Department in a mail envelope (i.e. U.S. Postal Office, Federal Express, etc.) please enclose the bid and/or bond inside the mail envelope in a separately sealed envelope bearing the title of the project, the name of the bidder, and marked "Bid Proposal and/or Bid Bond". All mail, including Priority and Express Mail, sent via the U.S. Postal Service is received by the County's mail room then distributed to the Public Works Department. This can cause delay in the receipt of bids. The County is not responsible for any delays caused by mail service to a different County location. It is Bidder's responsibility to ensure bids and bid bonds are received at the Public Works Department, 825 East 3<sup>rd</sup> Street, 1st Reception Desk, San Bernardino, CA, on or before the time set for opening of bids.**

**REQUIRED LISTING OF SUBCONTRACTORS**

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

**FEDERAL LOBBYING RESTRICTIONS**

Section 552, Title 18, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. **Standard Form LLL, "Disclosure of Lobbying Activities,"** with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) influencing or attempting to influence a covered Federal action; or
3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

**Delete section 2-1.33A, "General."**

**Delete section 2-1.33B, "Bid Form Submission Schedules."**

**Replace section 2-1.34, "BIDDER'S SECURITY" with:**

### **2-1.34 PROPOSAL GUARANTY**

- All bids/proposals shall be presented either under sealed cover or submitted through the County of San Bernardino Electronic Procurement Network (ePro) and accompanied by one of the following forms of bidder's security:

Cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the County of San Bernardino.

- The security shall be in an amount equal to at least 10 percent of the amount of bid. A bid / proposal will not be considered unless it is accompanied by one of the forms of bidder's security in accordance with what is stated below.
- The bidder's bond shall conform to the bond form labeled as "Bid Bond" in the "Proposal" section of these Special Provisions, and shall be properly filled out and executed. The "Bid Bond" form provided in the "Proposal" section of these Special Provisions may be used. Upon request, copies of the "Bid Bond" forms may be obtained from the Department.

If the bid is submitted through the ePro, bidder shall scan the bid security (bid bond) and submit the scanned copy with the bid submittal in ePro. **In addition, bidder shall mail or submit to a person the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Department of Public Works, 825 E. 3<sup>rd</sup> Street, Front Reception, San Bernardino, California, 92415-0835. Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

**Any bid/proposal that fails to include an original paper submission of the bidder's security in a separately sealed mailed or otherwise submitted envelope shall be**



**Delete 1st and 3rd paragraph of section 3-1.02A, "General."**

**Replace 3-1.02B, "Tied Bids," with:**

**3-1.02B Tied Bids**

The Department breaks a tied bid with a coin toss.

**Add the following paragraph to section 3-1.03, "CONTRACTOR REGISTRATION":**

**LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION:** Contractor shall comply with Labor Code section 1771.1, including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement to bid purpose only under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

As provided in Labor Code section 1771.1:

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(i) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance was in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(j) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(k) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment

issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is currently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Replace section 3-1.04, "CONTRACT AWARD," with:

### 3-1.04 CONTRACT AWARD

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within 60 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned.

Bid Protest: Any bidder submitting a bid to the County for this Project may file a protest of the County's proposed award of the contract for this Project, provided that each and all of the following are complied with:

1. The bid protest is in writing.
2. The bid protest is submitted to and received by the Department of Public Works, 825 E. Third Street., Room 147, San Bernardino, CA, 92415 before 4:00 p.m. of the sixth (6<sup>th</sup>) business day following the bid opening. Failure to timely submit a written protest shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the right to protest. Untimely protests will not be accepted or considered.
3. The written bid protest shall set forth, in detail, all grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis for such relief. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. The bid protests shall include the name of the project manager and the name and phone number of the bidder. The Order number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

If a valid protest is timely filed and complies with the above requirements, the Department shall review and evaluate the bid protest. All bidders, including the protesting bidder, shall have three business days to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting bidder and state the Department's findings regarding the bid protest. The Department Director's decision shall be final, unless overturned by the Board of Supervisors.

Replace section 3-1.05, "CONTRACT BONDS (Pub Cont Code §§ 10221 AND 10222)," with:

### 3-1.05 CONTRACT BONDS

Both the payment bond and the performance bond shall be in a sum equal to the total contract amount. The bond provider must be an admitted surety insurer (Code of Civil Procedure section 993.311) authorized to do business in the State of California.

**Delete section 3-1.07, "INSURANCE POLICIES."**

**Delete section 3-1.08, "SMALL BUSINESS PARTICIPATION REPORT."**

**Delete section 3-1.11, "PAYEE DATA RECORD."**

**Delete section 3-1.13, "FORM FHWA-1273."**

**Replace section 3-1.18, "CONTRACT EXECUTION," with:**

### **3-1.18 CONTRACT EXECUTION**

The contract, along with the performance and payment bonds, copies of insurance policies, certificates of insurance, documents to verify any self-insurance coverage, and any other requested documents, shall be filled out appropriately and signed by the successful bidder and returned within **10 days** (excluding Saturday, Sunday and holidays) after receiving those documents for execution.

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract and file acceptable bonds as provided herein shall be just cause for the forfeiture of the proposal guaranty. The successful bidder may file with the County a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time hereinbefore prescribed.

**Add section 3-1.20, "DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER," which reads:**

### **3-1.20 DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER**

The successful bidder must provide the Department a D-U-N-S number.

Complete and sign the Data Universal Numbering System (D-U-N-S) Number form included in the contract documents. This form must be submitted with the executed contract.

If your company does not have a D-U-N-S number, you can obtain one by contacting Dun & Bradstreet at: <http://dnb.com/us/>

If you fail to submit this information with the executed contract, the County of San Bernardino will not approve the contract.

**Add section 3-1.21, "CONFLICT OF INTEREST," which reads:**

### **3-1.21 CONFLICT OF INTEREST**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing contract, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the County.

**Add section 3-1.22, "FORMER COUNTY OFFICIALS," which reads:**

### **3-1.22 FORMER COUNTY OFFICIALS**

Contractor must provide information on former County of San Bernardino Administrative officials (as defined below) who are employed by or represent their business. The information provided must include a list of former County Administrative Officials who terminated County

employment within the last five years and who are now officers, principals, partners, associates or members of the business.

This information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of their business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**Failure to provide this information may result in the proposal being deemed non-responsive.**

**Add section 3-1.23, "SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM AND TITLE VI ASSURANCES," which reads as follows:**

### **3-1.23 SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM AND TITLE VI ASSURANCES**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11275, 11625, 12138, 12432, 12250, 13672, Title VI & VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State of California and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

#### **TITLE VI ASSURANCES**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to in this section as Contractor) agrees as follows:

(1) Compliance with Regulations: Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to in this section as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: Contractor, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or the United States Department of Transportation Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Contractor shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Contractor shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Add section 3-1.24, "REFERENCE CHECKS," which reads**

### **3-1.24 REFERENCE CHECKS**

Reference checks may be performed on the apparent low bidder, and if performed, the apparent low bidder shall be required to submit a list of references upon request.

**Add section 3-1.25, "IRAN CONTRACTING ACT OF 2010," which reads:**

**3-1.25 IRAN CONTRACTING ACT OF 2010 (Public Contract Code section 2200 et seq.)  
(Applicable only to Contracts of One Million Dollars (\$1,000,000) or More):**

In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person defined in Public Contract Code section 2202(e) engaging in investment activities in Iran, described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

**Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.**

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**4 SCOPE OF WORK**

**Add the following paragraph to Section 4-1.06 "WORK DESCRIPTION":**

The work, in general, consists of widening of four (4) intersections on Phelan Road to accommodate left-turn and right-turn lanes to the intersecting streets at Sonora Road, Tumbleweed Road, Sunny Vista Road, and Arrowhead Road. The Project includes mill and overlay of existing pavement, widening with new pavement to accommodate pavement transitions, minor grading on shoulders, construction of approach aprons, new pavement returns at intersecting streets, traffic striping and doing other work appurtenant thereto.

**Replace Section 4-1.06A, "General," with:**

**4-1.06A General**

**a. Differing Site Conditions**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

**b. Suspensions of Work Ordered by the Engineer**

1. If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the Engineer will evaluate the contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the Engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**c. Significant Changes in the Character of Work**

1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the Engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:

- a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

**Replace "Change Order" at each occurrence in section 4-1.05, "CHANGES AND EXTRA WORK," with "Change Order or Contract Amendment."**

**Delete section 4-1.07, "VALUE ENGINEERING."**

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**5 CONTROL OF WORK**

**Delete the phrase "including VECs" at the end of item 1.1 in the 7th paragraph of section 5-1.09A, "General."**

**Add to section 5-1.09A, "General," the following paragraphs:**

The County of San Bernardino will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The County's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

Further, nothing contained in this provision shall be construed as creating a joint venture, partnership, or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto.

**Replace section 5-1.12, "ASSIGNMENT," with:**

**5-1.12 ASSIGNMENT**

The performance of the Contract or any Contract part may be assigned only with prior written consent from the County. To request consent, submit your request in writing to the Department

Engineer. The County does not consent to any requested assignment that would relieve you or your surety of the responsibility to complete the work or any part of the work.

If you assign the right to receive Contract payments, the County accepts the assignment upon the Engineer's receipt of a written request. Assigned payments remain subject to deductions and withholds described in the Contract. The Department may use withheld payments for work completion whether the payments are assigned or not.

**Add to section 5-1.13A, "General," the following paragraphs:**

Contractor must comply with section 5-1.13, "Subcontracting," of the Standard Specifications, Section 2, "Bidding" of these Special Provisions and Section 3, "Contract Award And Execution, D-U-N-S Number, Equal Employment Opportunity Program, Conflict Of Interest And Former County Officials" of these Special Provisions.

Each subcontract must comply with the Contract and any lower tier subcontract that may in turn be made must comply with the Contract, including but not limited to section 5-1.13, "Subcontracting," "Legal Relations and Responsibility to the Public," of these Special Provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

[http://www.dir.ca.gov/dlse/DLSE\\_Debar.html](http://www.dir.ca.gov/dlse/DLSE_Debar.html).

**Delete section 5-1.13C, "Disabled Veteran Business Enterprises."**

**Delete section 5-1.13D, "Non-Small Businesses."**

**Add the following paragraphs to section 5-1.20B(1), "General":**

A copy of the PLAC are included in these Special Provisions.

The contractor shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel (if applicable), or personnel from another state, federal, or local agency upon request.

CDFW personnel may enter the project site at any time to verify compliance with the Agreement (if applicable).

**Replace the phrase “3. Structure name and number, if any” in section 5-1.23A, “General,” with “Project name, structure or road number.”**

**Delete all of the paragraphs in section 5-1.27E, “Change Order Bills,” with the exception of the 1st paragraph.**

**Add the following paragraphs to section 5-1.36A, “General”:**

Wherever work requires removing materials, the work and the unit price includes hauling and disposing of the materials outside of the project limits unless salvaging or incorporating the materials into the final work is described.

**High Risk Facility Notification:**

Certain underground facilities exist that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

**Replace 2nd paragraph of section 5-1.36A, “General,” with:**

Contractor must notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert of Southern California (USA) at 811 or 1-800-422-4133

**Add the following paragraphs to section 5-1.36C(1), “General”:**

Attention is directed to Section 5-1.36C, "Non-Highway Facilities," and 15, "Existing Facilities" of the Standard Specifications and these Special Provisions.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert of Southern California (USA) 1-800-227-2600

**Attention is directed to other obstructions as follows:**

**AGENCY CONTACTS**

The following utility/municipal agencies have facilities within the limits of the subject project:

<b><u>AGENCY</u></b>	<b><u>CONTACT</u></b>	<b><u>ADDRESS / PHONE / CELL</u></b>
Century Link	Engineering <a href="mailto:nationalrelo@centurylink.com">nationalrelo@centurylink.com</a> Caleb King <a href="mailto:caleb.king@centurylink.com">caleb.king@centurylink.com</a>	100 South Cincinnati Ave, Suite 1200 Tulsa, OK 74103 (800) 350-1044
Charter/Spectrum	Keith Klump <a href="mailto:Keith.klump@charter.com">Keith.klump@charter.com</a>	7557 Central Ave Riverside CA 92504 (951) 406-1666
Frontier Communications	Jonathan W. Mejorado <a href="mailto:Jonathan.Mejorado@ftr.com">Jonathan.Mejorado@ftr.com</a>	16071 Mojave Dr, Bldg A Victorville, CA 92395 (760) 338-9762
Phelan Pinon Hills Community Services District	George Cardenas <a href="mailto:gcardenas@pphcsd.org">gcardenas@pphcsd.org</a>	4037 Phelan Road, Suite C1 Phelan, CA 92329 (760) 868-1212
Southern California Edison	Chad Packard <a href="mailto:Chad.Packard@sce.com">Chad.Packard@sce.com</a> David Swatzel <a href="mailto:David.Swatzel@sce.com">David.Swatzel@sce.com</a>	12353 Hesperia Road Victorville, CA 92395 (760) 951-3212 <b>Emergency: (800) 611-1911</b>
Southern California Gas	Geary Ambers <a href="mailto:GAmbers@SoCalGas.com">GAmbers@SoCalGas.com</a>	1981 W. Lugonia Avenue Redlands, CA 92374 (909) 335-7955 <b>Emergency: (800) 427-2200</b>

The initial written utility notification and preliminary plans were sent to utility agencies on February 19, 2021, and contact has continued at various times since.

**UTILITY RELOCATIONS**

The following utilities will be relocated:

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
Any Agency	<ul style="list-style-type: none"> <li>Throughout Project</li> </ul>	<ul style="list-style-type: none"> <li>If necessary, Contractor shall provide 2 working day window per agency, during construction for unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if necessary.</li> </ul>
Frontier Communications	<ul style="list-style-type: none"> <li>Sonora Rd – Underground lines, crossing approx. 50' north of centerline of Phelan Rd.</li> </ul>	<ul style="list-style-type: none"> <li>Frontier to relocate shallow conduits and protect at northwest corner prior to construction.</li> <li>Contractor may remove conflicting portions of slurry backfill encasement and abandoned fiber lines located approximately 1' below existing surface.</li> </ul>

**UTILITY PROTECTION**

Protection of the following utility facilities will require coordination with the contractor's operations:

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
Century Link	<ul style="list-style-type: none"> <li>Phelan Rd – Aerial and underground lines, running north and south at railroad tracks between White Rd and Sunny Vista Lane.</li> </ul>	<ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> </ul>
Charter/Spectrum	<ul style="list-style-type: none"> <li>Phelan Rd - Aerial lines, south of centerline, from west of Sonora Rd to east of Arrowhead Rd.</li> <li>Tumbleweed Rd – Aerial lines, east of centerline, from south of centerline of Phelan Rd running south.</li> </ul>	<ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> </ul>
Frontier Communications	<ul style="list-style-type: none"> <li>Phelan Rd – Aerial lines, south of centerline, from west of Sonora Rd to east of Sonora Rd.</li> <li>Phelan Rd – Aerial lines, crossing from approx. 40' west of centerline of Sonora Rd.</li> <li>Phelan Rd – Underground lines,</li> </ul>	<ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> </ul>

crossing from approx. 100' east of centerline of Sonora Rd.

- Phelan Rd – Aerial lines, south of centerline, from west of Tumbleweed Rd to east of Tumbleweed Rd.
- Phelan Rd- Aerial lines, crossing from pole on southeast corner to pole on northwest corner at Tumbleweed Rd intersection.
- Phelan Rd – Underground lines, south of centerline, from west of Tumbleweed Rd to east of Tumbleweed Rd.
- Phelan Rd – Underground lines, crossing from approx. 25' east of centerline of Tumbleweed Rd.
- Phelan Rd – Aerial line south of centerline, from west of Sunny Vista Rd to east of Sunny Vista Rd.
- Phelan Rd – Underground lines, crossing from approx. 25' west of centerline of Sunny Vista Rd.
- Phelan Rd – Underground lines, north of centerline, approx. 25' west of centerline of Sunny Vista Rd running west for approx. 100'.
- Phelan Rd – Aerial lines, south of centerline, from west of Arrowhead Rd to east of Arrowhead Rd.
- Phelan Rd – Aerial lines, crossing from approx. 40' east of centerline of Arrowhead Rd.
- Phelan Rd – Underground lines, north of centerline, from approx. 40' east of centerline of Arrowhead Rd running east.
- Sonora Rd – Underground lines, crossing approx. 55' south of centerline of Phelan Rd.
- Sonora Rd – Underground lines, crossing approx. 50' north of centerline of Phelan Rd.
- Tumbleweed Rd – Underground lines, crossing approx. 57' south of centerline of

	<p>Phelan Rd.</p> <ul style="list-style-type: none"> <li>• Tumbleweed Rd - Underground lines, crossing approx. 69' north of centerline of Phelan Rd.</li> <li>• Sunny Vista Rd - Underground lines, west of centerline, within project limits.</li> <li>• Arrowhead Rd - Underground lines, east of centerline, within project limits.</li> <li>• Arrowhead Rd - Underground lines, crossing approx. 40' south of centerline of Phelan Rd.</li> </ul>	
<p>Phelan Pinon Hills Community Services District</p>	<ul style="list-style-type: none"> <li>• Phelan Rd - 6" AC water main, south of centerline, from west of Sonora Rd to west of Oxford Rd.</li> <li>• Phelan Rd - 6" AC water main, north of centerline from west of Oxford Rd to east of Arrowhead Rd</li> <li>• Sonora Rd - 6" water main, east of centerline, from south of centerline of Phelan Rd running north</li> <li>• Sonora Rd - 6" water main, west of centerline, from south of centerline of Phelan Rd running south</li> <li>• Fire hydrants, water meters and service line crossings at various locations.</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor to locate and protect in place.</li> <li>• Contractor to adjust valve cans to final grade, if adjustable.</li> </ul>
<p>Southern California Edison</p>	<ul style="list-style-type: none"> <li>• Phelan Rd - 12kV-115kV aerial lines, south of centerline, from west of Sonora Rd to east of Arrowhead Rd.</li> <li>• Phelan Rd - 12kV aerial lines, crossing from southwest pole to northwest pole at Tumbleweed Rd intersection.</li> <li>• Phelan Rd - 12kV aerial lines, crossing from pole on southeast corner to pole on northwest corner at Tumbleweed Rd intersection.</li> <li>• Phelan Rd - 12kV aerial lines, crossing approx. 25' west of centerline of Sunny Vista Rd.</li> <li>• Phelan Rd - 12kV aerial lines, crossing approx. 40' east</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor to locate and protect in place.</li> <li>• Contractor to maintain 5' buffer with chain link fence relocations around power pole 4006405E.</li> </ul>

	<p>of centerline of Arrowhead Rd.</p> <ul style="list-style-type: none"> <li>• Sonora Rd – 12kV aerial lines, west of centerline, crossing Phelan Rd. .</li> <li>• Tumbleweed Rd – 12kV aerial lines, crossing Phelan Rd.</li> <li>• Sunny Vista Rd –12kV aerial lines, west of centerline, crossing Phelan Rd.</li> <li>• Arrowhead Rd -12kV aerial lines, east of centerline, from south of Phelan Rd to north of Phelan Rd.</li> </ul>	
Southern California Gas	<ul style="list-style-type: none"> <li>• Phelan Rd – 4” gas main, north of centerline, from west of Sonora Rd to centerline of Oxford Rd.</li> <li>• Phelan Rd – 4” gas main, south of centerline, from centerline of Oxford Rd to east of Tumbleweed Rd.</li> <li>• Phelan Rd – 4” gas main, north of centerline from west of Sunny Vista Rd to east of Arrowhead Rd.</li> <li>• Sunny Vista Rd – 2” X gas main east of centerline, from north of centerline of Phelan Road running north.</li> <li>• Arrowhead Rd – 2” PD gas main east of centerline, from north of centerline of Phelan Road running north.</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor to create and protect in place.</li> <li>• Contractor to adjust valve cans if final grade, if adjusted.</li> </ul>

**HIGH RISK UTILITIES**

The following utility facilities are “**HIGH RISK**” facilities:

<b><u>AGENCY</u></b>	<b><u>LOCATION</u></b>	<b><u>DESCRIPTION</u></b>
Southern California Edison	<ul style="list-style-type: none"> <li>• Phelan Rd - South of centerline, from west of Sonora Rd to east of Arrowhead Rd.</li> </ul>	<ul style="list-style-type: none"> <li>• 115kV overhead lines</li> </ul>

The contractor shall notify all listed utility companies **two weeks** prior to start of work.

The contractor is to notify Underground Service Alert at 1-800-227-2600, 48 hours prior to any construction operations in order for utilities to mark and identify locations of existing facilities.

1. During construction operations, all County-owned signs shall be relocated to clear the way for the Contractor’s operations. When construction is complete, the County-owned

signs shall be installed in final position as designated by the Engineer. (See "Reset Roadside Signs" elsewhere in these Special Provisions).

2. Existing guideposts (paddles) that interfere with construction shall be removed and disposed of.
3. Existing pavement markers, when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of.
4. Special precaution shall be taken by the Contractor to protect existing utilities that may not be noticeably visible while working in the road shoulder areas.
5. Throughout the project, utility poles, fire hydrants, water meters, gas meters, water valves and gas valves will be located in the construction area. If applicable, the Contractor shall perform his grading operations around them and construct embankment using pneumatic tampers to achieve the required compaction.
6. The Contractor shall protect existing manholes in place and raise them or shall be considered as included in the prices paid for pulverization, milling, removal of existing pavement, etc. No prior arrangements have been made with utility owners to lower, raise, or otherwise adjust existing manholes. It is the Contractor's responsibility to make such arrangements and adjustments, at no additional cost to the Department. Where utility owners do not participate in such arrangements, and finished grade of proposed pavement is above existing manholes, said manholes shall be marked and paved over.
7. The Contractor shall protect existing valve cans in place and raise those that are adjustable to finished grade during paving operations. The Contractor shall be solely responsible for coordinating valve can adjustments with utility owners, at no additional cost to the Department. Where valve cans cannot be adjusted, and utility owners do not participate in coordinating adjustments, and finished grade is above existing valve cans, said valve cans shall be marked and paved over (Use on Pulverization, Overlay, or Rehab projects.) (Use on projects where utility windows are needed.)

Contractor shall provide utility window(s) as detailed in the Relocation Table in this section. Multiple utility windows may occur consecutively or concurrently. Days on which the Contractor's contracting operation(s) are suspended due to activities in compliance with providing utility window(s) shall be considered as "non-working" days, in accordance with the fourth paragraph of Section 8-1.06, "Suspension." These "non-working" days will be recorded by the Engineer on Weekly Statements of Working Days as "Non-Working Day, Other." The provisions of Section 8-1.10, "Liquidated Damages," shall not apply to delays caused and covered by the utility window(s) identified in this section. The costs associated with providing utility windows including, but not limited to, overhead, maintaining BMPs and traffic control will be borne solely by the Contractor.

The Contractor shall coordinate with the Engineer for a County contracted geotechnical engineer to provide observation and testing during any relocations of buried utilities during construction.

Surplus removed materials shall be disposed of outside the highway right-of-way in accordance with section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications. Attention is directed to prevailing wage provisions pertaining to hauling "trash" and/or "recyclable" materials.

Full compensation for conforming to the requirements of this section, not otherwise provided for, including furnishing all labor, materials, tools, equipment and incidentals, including utility

adjustments to grade, providing utility windows and coordination, and for doing all work involved shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefore.

**Replace the 3rd paragraph of section 5-1.36C(3), “Nonhighway Facility Rearrangement,” with:**

Supplemental Work – The rearrangement of utilities is anticipated work within the scope of the project.

Supplemental Work - Utilities consists of rearranging the (currently none). If other necessary underground infrastructure rearrangement is not described in the Contract, the Engineer may order you to perform the work. This other rearrangement is change order work.

The exact location and depth of the (currently none) is not known. It is anticipated that (currently none) may be damaged by Contractor’s operations.

Additional work falling within the scope and character of the existing contract items is considered as normal to the progress of construction and is addressed under section 4-1.05, “Changes and Extra Work,” of the Standard Specifications.

If the Contractor is delayed in the completion of the contract work as a direct result of the work described under Supplemental Work - Utilities, Contractor must submit a request for information (RFI) to request a delay-related time adjustment. The County may make a time adjustment under Section 8-1.07B, “Time Adjustments” of the Standard Specifications. The County does not make a payment adjustment for delays in the completion of the contract work as a direct result of the work described under Supplemental Work – Utilities.

Payment for Supplemental Work – Utilities is calculated under section 9-1.04, "Force Account," of the Standard Specifications and is cumulative over the duration of the contract.

Bidders must include the Contract Amount printed on the Bid Sheet in the proposal for "Supplemental Work - Utilities" as their bid for this contract item. The amount shown is purely arbitrary and no guarantee is given or implied that any payments will be made.

**Delete section 5-1.39C (2), “Plan Establishment Period of 3 Years or More.”**

**Revise the phrase “Bar to arbitration (Pub Cont Code § 10240.2)” in the fourth paragraph of section 5-1.43A, “General,” with:**

Bar to pursue the claim in a court of law.

**Replace section 5-1.43E, “Alternative Dispute Resolution,” with the following:**

**5-1.43E Dispute Resolution for Claims subject to Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and/or 20104.6.**

Claims between the County and the Contractor shall be resolved in accordance with Public Contract Code section 9204 (which is a new law and applies to all public works contracts entered on or after January 1, 2017), as well as Public Contract Code sections 20104, 20104.2, 20104.4 and 20104.6 (if applicable), provided, however, that Public Contract Code section 20104.2(a) shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the County of such claim or extend the time for giving of such notice as provided in the Contract Documents. The entire text of Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and 20104.6 is incorporated herein and found at the end of these Special Provisions.

Please note that pursuant to Public Contract Code section 9204(c)(1), a “claim” means the following:

a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project. (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled. (C) Payment of an amount that is disputed by the public entity.

**Add section 5-1.43G, “Civil Action,” which reads:**

**5-1.43G Civil Action**

Any dispute which cannot be resolved between the Parties by first following the applicable and required potential claims and dispute resolution provisions stated in this section 5-1.43, may then be resolved through litigation in a court of competent jurisdiction of the State of California.

**IMPORTANT: BEFORE CONTRACTOR MAY FILE A LAWSUIT AGAINST COUNTY, CONTRACTOR SHALL FIRST COMPLY WITH THE GOVERNMENT CLAIMS ACT, CALIFORNIA GOVERNMENT CODE SECTION 900 ET SEQ., INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENT THAT CONTRACTOR PREPARE AND FILE A TIMELY CLAIM THAT SATISFIES THE GOVERNMENT CLAIMS ACT WITH THE FOLLOWING COUNTY DEPARTMENT:**

**County of San Bernardino**

**Risk Management Division**

**222 W. Hospitality Lane, 3rd Floor**

**San Bernardino, California 92415-0016**

A copy of the County’s standard claim form may be accessed at the Risk Management Division during normal business hours, or may be downloaded at [http://countyofsbcounty.gov/riskmanagement/content/forms/claim\\_against\\_county.pdf](http://countyofsbcounty.gov/riskmanagement/content/forms/claim_against_county.pdf).

Venue in any such litigation concerning this Project or Agreement shall be in the Superior Court of California, County of San Bernardino, San Bernardino District and Contractor agrees to incorporate this provision into all subcontracts.

Each Party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Contract, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

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## 6 CONTROL OF MATERIALS

### Add the following paragraph to section 6-1.01, "GENERAL":

Contractor must comply with Section 6, "Control of Materials," of the Standard Specifications and these Special Provisions.

### Add the following paragraph to section 6-2.01, "GENERAL":

All materials required to complete the work under this contract shall be furnished by the Contractor. The Department uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. Contractor may examine the records and reports of tests the Department performs if they are available at the job site. Schedule the work to allow time for QAP.

### Replace section 6-2.01C, "Authorized Material Lists," with:

#### 6-3.05K Prequalified And Tested Materials For Traffic Control Devices

Contractor must comply with section 6-3.02 "SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION," of the Standard Specifications and these Special Provisions.

The Department maintains a trade name list of approved prequalified and tested signing and delineation materials and products. Approval of prequalified and tested products and materials shall not preclude the Engineer from sampling and testing any of the signing and delineation materials or products at any time. Contractor may use a product that is equal to or better than the specified brand or trade name, if authorized.

Materials and products will be considered for addition to said approved prequalified and tested list if the manufacturer of the material or product submits to the Traffic Division a sample of the material or product. The sample shall be sufficient to permit performance of all required tests. Approval of such materials or products will be dependent upon a determination as to compliance with the specifications and any test the Department may elect to perform.

Said list of approved prequalified and tested signing and delineation materials and products cover the following traffic control devices:

#### MATERIAL

- Pavement markers, reflective and non-reflective
- Temporary pavement markers
- Striping and pavement marking tape
- Flexible delineators and markers
- Channelizers
- Sign sheeting materials
- Railing and barrier delineators
- Traffic cones and reflective cone sleeves

A certificate of Compliance shall be furnished as specified in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications for signing and delineation products. Said certificate shall also certify that the signing and delineation product conforms to the prequalified testing and

approval of the Department of Public Works, Traffic Division and were manufactured in accordance with the approved quality control program.

The Approved Prequalified and Tested Signing and Delineation Materials (also referred to as the "Authorized Materials List" or "Pre-Qualified Products List") are as follows:

### **PAVEMENT MARKERS, PERMANENT TYPE**

Reflective pavement markers:

- Apex (4x4)
- Ray-O-Lite, Models SS, RS, and AA (4x4)
- Stimsonite 88 (4x4)

Reflective pavement markers with abrasion resistant surface:

- Stimsonite 911 (4x4)
- Stimsonite 944 SB (2x4) - formerly model 947
- Stimsonite 948 (2.3x4.7)

Non-reflective pavement markers for use with epoxy or bituminous adhesive:

- Apex Universal, Ceramic
- Ferro Corporation, Permark (ceramic)
- Highway Ceramics Inc., Ceramic
- Safety Signs Inc. "Safety Dot" Model SD4 (Polyester)
- Traffic Control Signs Co., Titan, TM40WY (Polyester)

Non-reflective pavement markers for use only with bituminous adhesive:

- Edco, Models A 1107, AY 1108 (ABS)
- Valterra Products - P20-2000W and P20-2001Y (ABS)

### **PAVEMENT MARKERS, TEMPORARY TYPE**

Temporary pavement markers for long-term day/night use (6 months or less):

- Astro Optics Model TPM (4x4)
- Flex-O-Lite Model RCM (4x4)
- Stimsonite 66 (4x4)
- Stimsonite 66GB (Grabber Bottom) (4x4)
- Swareflex 35573558 (4x4)

Temporary pavement markers for short-term day/night use (14 days or less):

- Astro Optics Model TPM (4x4)
- Davidson T.O. (Flexible)
- Flex-O-Lite Model (RCM) (4x4)
- Stimsonite Model 66 (4x4)
- Stimsonite 66GB (Grabber Bottom) (4x4)
- Swareflex Model 30023004 (4x4)
- Swareflex Model 35573558 (4x4)
- Valterra Products 12801281 Series (Flexible)
- 3M Scotch-Lane A200 Pavement Marking System

Temporary pavement markers for short-term day/night use (14 days and less) at seal coat locations:

- Davidson T.R.P.M. with Reflexite PC-1000 Sheeting
- Valterra Products - 12801281 Series with Reflexite PC-1000 Sheeting

## **STRIPING AND PAVEMENT MARKING MATERIAL, PERMANENT**

Permanent traffic striping and pavement marking tape:

Brite-Line Series 1000

Swarco Industries "Director"

3M Stamark Brand Pliant Polymer Grade Series 5730

3M Stamark Brand Bisymmetric 1.75 Grade Series 5750 (For use on low speed roadways only)

Temporary removable construction grade striping and pavement marking tape:

Advanced Traffic Marking ATM Series 200

3M Stamark Brand, Detour Grade, Series 5710

Swarco Industries "Director 2"

Temporary non-removable construction grade striping tape:

3M Scotch Lane Brand Construction Grade, Series 5160

## **ROADSIDE DELINEATORS**

One-piece drivable flexible type (48")

All West Plastics "Flexi-Guide 400"

Carsonite Curve-Flex CFRM-400

Carsonite Roadmarker CRM-375

FlexStake H-D

Polyform, Inc., "Vista-Flex"

Non-drivable flexible type (48") (For special use only)

Carsonite "Impactor" with 18" soil anchor

Carsonite "Survivor" with 18" U-Channel

Safe-Hit with 8" pavement anchor (SH248-GPR and SHAI-08-PI)

Safe-Hit with 15" soil anchor (SHA5-15C-GL)

Safe-Hit with 18" soil anchor (SH248-GPR and SHA#-18C-PL)

Uticom, U-Post Series 1200 (Formerly Dura-Hit Mod. PC-5049)

Surface mount flexible type (48")

FlexStake Surface Mount H-D

## **CHANNEL MARKERS**

Surface mount type (6")

Carsonite "Survivor" Model SMD-353

Carsonite "Super Duck" (Flat SDF-436)(Round SDR-336)

Carsonite Super Duck II "The Channelizer"

FlexStake Surface Mount H-D

The Line Connection "Dura-Post"

Reps, Models 300 and 400

Safe-Hit Guide Post with glue down base (SH236SMA)

## **TRAFFIC CONES**

Highway Safety Products 28"  
Radiator Specialty Company 28"  
Roadmarker Company "Stacker" 42"  
Bent Manufacturing Co., "T-Top" 42"

## **TYPE "K" OBJECT MARKER (18")**

Carsonite Models SMD 615 and SMD 615-A  
Repo, Models 300 and 400  
Safe-Hit Model SH718SMA

## **TYPE "K-4" OBJECT MARKER (24")**

Carsonite, Super Duck II  
The Line Connection, "Dura-Post"  
Repo, Models 300 and 400  
Safe-Hit

## **CONCRETE MEDIAN BARRIER DELINEATOR**

### **Impactable Type**

All West Plastics "Flexi-Guide 235"  
Duraflex Corp. "Flexi 2020"  
Davidson Portable Concrete Barrier Marker (PCB 1-12)  
Reflexite Barrier Mount Delineator (Mod. 661-662)

### **Non-impactable Type**

Astro-Optics JD Series  
Stimsonite 967

## **BARRIER DELINEATOR (16" GLOBE DOWN TYPE)**

Safe-Hit

## **GUARDRAIL DELINEATOR (27" NAIL ON TYPE)**

Carsonite Guardrail Delineator Post (CFGR 427)  
Safe-Hit 27-inch Guardrail Delineator  
All West Plastics "Flexi-Guide" 327

## **METAL BEAM GUARDRAIL DELINEATOR**

Duraflex Corp. "Railrider"

## **REFLECTIVE SHEETING FOR TEMPORARY CHANNELIZERS, DELINEATORS AND TRAFFIC CONES**

3M High Intensity  
Reflexite PC 1000 (Metalized Polycarbonate)  
Reflexite AP-1000 (Metalized Polyester)  
Seibulite ULG (Ultralite Grade)

**SIGNING MATERIALS –The following Retro-reflective Sheeting Materials are Acceptable for use on County Maintained Road System Signs:**

**Regulatory Signs (Exclude STOP signs and Parking Signs):**

T6500, ASTM D 4956-01, Type IV.

**Stop Signs:**

DG3, ASTM D 4956-09, Type XI.

**Warning Signs (Exclude School Signs):**

T6501, ASTM D 4956-01, Type IV.

**School Warning Signs:**

FYG, ASTM D 4956-01, Type IX.

**Guide Signs:**

T6501, ASTM D 4956-01, Type IV.

**Construction Signs:**

FDG, ASTM D 4956-01, Type IX.

**Signs Utilizing Super Engineering Grade (e.g. No Parking Sign):**

ASTM D 4956-01, Type II

**Signs Utilizing Engineering Grade**

ASTM D 4956-01, Type I

**SIGNING MATERIALS LEGEND:**

- ASTM = American Standard for Testing Materials
- DG = Diamond Grade
- LDP = Long Distance Performance
- FDG = Fluorescent Diamond Grade
- FYG = Fluorescent Yellow Green

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**7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**Add the following paragraphs to section 7-1.02I(2), "Nondiscrimination":**

Contractor shall comply with section 7-1.02I (2), "Nondiscrimination" of the Standard Specifications, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein.

During the term of the Contract, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI & VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State of California

and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Contractor shall include the nondiscrimination and compliance provisions of this paragraph in all subcontracts to perform work under the contract.

**Replace the 2nd and 3rd paragraphs of section 7-1.02K (2), "Wages," with:**

The improvement contemplated in the performance of this contract is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that this responsibility to the United States so requires. In such cases, the State Contract Act will govern.

Pursuant to section 1773 of the Labor Code, the general prevailing rates of wages in the County of San Bernardino have been determined and are listed in the State of California Department of Industrial Relations Director's General Prevailing Wage Determinations (<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). In addition, these wages are set forth in the General Prevailing Wage Rates included in these Special Provisions. The Contractor and subcontractors shall not pay less than the prevailing wage. Copies of the prevailing wage rates are also on file at the San Bernardino County Department of Public Works Contracts Division office (address identified above) and shall be made available to any interested party on request. A copy of the determination of the Director of prevailing rate of per diem wages shall be posted at each job site. More specifically, the Contractor shall post the general prevailing wage rates at a prominent place at the job site (Labor Code section 1773.2).

Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Federal minimum wages for this project as predetermined by the United States Secretary of Labor are set forth in the Federal Minimum Wages included in these Special Provisions and also available on the internet at: <https://www.wdol.gov/>.

Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the Special Provisions for the project.

Attention is directed to the prevailing wage requirements in the Special Provisions. The contractor and subcontractors shall pay not less than the federal minimum wages or the general prevailing wage rates. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

**LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION:** Contractor shall

comply with Labor Code section 1771.1, including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Part is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

As provided in Labor Code section 1771.1:

(a) A contractor or subcontractor shall not be qualified to bid, be listed on a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 of 2010 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the

awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirements, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirements, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered

contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Work Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

**LABOR CODE REQUIREMENTS FOR ENTITIES HAULING OR DELIVERING READY-MIXED**

**CONCRETE:** Adherence to the prevailing wage requirements found in Labor Code section 1720 for the hauling and delivery of ready-mixed concrete is required. This includes, but is not limited to, a requirement for the person or entity that delivers ready-mixed concrete to register with the Department of Industrial Relations (DIR) as specified in Labor Code section 1720.5. For more information, please see the DIR website: <http://www.dir.ca.gov/>.

**Replace the paragraphs in section 7-1.02K (3), "Certified Payroll Records (Labor Code § 1776)," with the following:**

Keep accurate payroll records.

Submit a copy of your certified payroll records, weekly, including those of subcontractors. Include:

1. Each employee's:
  - 1.1. Full name
  - 1.2. Address
  - 1.3. Social security number
  - 1.4. Work classification
  - 1.5. Straight time and overtime hours worked each day and week
  - 1.6. Actual wages paid for each day to each:
    - 1.6.1. Journeyman
    - 1.6.2. Apprentice
    - 1.6.3. Worker
    - 1.6.4. Other employee you employ for the work
  - 1.7. Pay rate
  - 1.8. Itemized deductions made
  - 1.9. Check number issued

2. Apprentices and the apprentice-to-journeyman ratio

Each certified payroll record must include a Statement of Compliance form signed under penalty of perjury that declares:

1. Information contained in the payroll record is true, correct, and complete
2. Employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
3. Wage rates paid are at least those required by the Contract.

The Department allows the use of a form with identical wording as the Statement of Compliance form provided by the Department.

Submitted certified payrolls for hauling and delivering ready-mixed concrete must be accompanied by a written time record. The time record must include:

1. Truck driver's full name and address
2. Name and address of the factory or batching plant
3. Time the concrete was loaded at the factory or batching plant
4. Time the truck returned to the factory or batching plant
5. Truck driver's signature certifying under penalty of perjury that the information contained in this written time record is true and correct.

Make certified payroll records available for inspection at all reasonable hours at your main office on the following basis:

1. Upon an employee's request or upon request of the employee's authorized representative, make available for inspection a certified copy of the employee's payroll record.
2. Refer the public's requests for certified payroll records to the Department. Upon the public's request, the Department makes available for inspection or furnishes copies of your certified payroll records. Do not give the public access to the records at your main office.

Make all payroll records available for inspection and copying or furnish a copy upon request of a representative of the:

1. Department
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Furnish the Department the location of the records. Include the street address, city, and county. Furnish the Department a notification of a location and address change within 5 business days of the change.

Comply with a request for the records within 10 days after you receive a written request. If you do not comply within this period, the Department withholds from progress payments a \$1,000 penalty for each day or part of a day for each worker until you comply. You are not assessed this penalty for a subcontractor's failure to comply with Labor Code § 1776.

The Department withholds from progress payments for delinquent or inadequate records (Labor Code § 1771.5). If you have not submitted an adequate record by the month's 15th day for the period ending on or before the 1st of that month, the Department withholds up to 10 percent of the monthly progress estimate, exclusive of mobilization. The Department does not withhold more than \$10,000 or less than \$1,000.

Certified payroll records are required to be submitted weekly to the Engineer during the term of construction.

Contractor and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) pursuant to Labor Code section 1771.1 identified herein.

Failure to meet the requirements above will subject the contractor to sanctions/withholding of contract payments as allowed by law for any delinquent or inadequate certified payroll records. Payroll violations are required to be reported to the State of California and/or federal government.

**Add the following paragraph to section 7-1.02K (5), "Working Hours":**

The normal construction working hours are 7:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays. The Contractor must request and receive prior written approval (at least 24 hours in advance) from the Engineer to work beyond or outside of these normal working hours. If the Contractor works beyond or outside of these normal working hours without requesting and receiving prior written approval from the Engineer, then any overtime or other costs incurred by the County (for example, County inspector costs) resulting from the Contractor's working beyond or outside of these normal working hours may be deducted from the progress payments that are due the Contractor. The County's decision to approve or disapprove the Contractor working beyond or outside of the normal working hours is at the sole discretion of the Engineer.

**Delete Section 7-1.02K(6)(j)(ii), titled "Lead Compliance Plan".**

**Repeal items 1, 3 and 4 in the list in the 22nd paragraph of section 7-1.04, "PUBLIC SAFETY," with:**

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane except:
  - a. Trenches less than 1-foot wide for irrigation pipe or electrical conduit, or excavations less than 1-foot in diameter;

- b. Excavations parallel to the lane for the purpose of pavement widening or reconstruction; and/or
  - c. Excavations within temporary traffic control zones that do not extend beyond a single daylight period, for these zones alternative barrier systems should be considered.
3. Storage areas: When material or equipment is stored within 12 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
  4. Height differentials: When construction operations create a height differential greater than 1 foot within 15 feet of the edge of traffic lane

**Add the following sentences to the 17th paragraph of section 7-1.04, "PUBLIC SAFETY":**

Do not move or temporarily suspend anything over pedestrians unless the pedestrians are protected. The Contractor must furnish, erect and maintain those fences, type of temporary railing, barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public, especially pedestrians who travel through the work zone area. Where no other means of pedestrian passage through construction area is available, the contractor must provide detours for pedestrian travel. A drawing of the proposed pedestrian detour with all signage, barricades, fencing, delineators, etc. as necessary for safe pedestrian travel through or around the work zone area must be submitted to the Engineer as part of the Traffic Control Plan as specified in the Traffic Control System section of these Special Provisions.

**Replace the 23rd paragraph of section 7-1.04, "PUBLIC SAFETY," with:**

Where lanes are adjacent to the area where the work is being performed or equipment is operated, including shoulders, the adjacent lanes must be closed under any of the following conditions unless otherwise provided in the Standard Specifications and these Special Provisions:

1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 miles per hour
2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 miles per hour

**Add the following sentences to the 25th paragraph of section 7-1.04, "PUBLIC SAFETY":**

Type K temporary railing must conform to the provisions in Section 12-3.08, "Type K Temporary Railing" of the Standard Specifications. Type K temporary railing, conforming to the details shown on Standard Plans T3A and T3B or approved equal by the Engineer may be used.

The locations of Type K temporary railing shall be shown on Traffic Control Plans for review and approval by the Engineer. The Contractor must comply with the Traffic Control System section elsewhere in these Special Provisions.

Contractor may propose to the Engineer an alternative to the use of Type K temporary railing and/or crash cushions in areas where the use of these devices is anticipated to be for a relatively short period of time but no more than five working days. Approval of the Engineer for the use of the proposed alternatives shall not relieve the contractor from being solely

responsible for any damages resulting from the use of these alternatives in accordance with section 7-1.05A "General" of these Special Provisions.

Reflectors on Type K temporary railing must conform to the provisions in "Prequalified and Tested Materials for Traffic Control Devices" of these Special Provisions. Temporary crash cushion modules must conform to the specifications in section 12-3.15, "TEMPORARY CRASH CUSHION MODULE" of the Standard Specifications.

**Add the following paragraph between the 26th and 27th paragraphs of section 7-1.04, "PUBLIC SAFETY":**

Open trenches left open overnight must be protected by Type K temporary railing or other approved temporary traffic barrier as determined by the Engineer.

**Replace section 7-1.05A, "General," with**

### **7-1.05A General**

**Indemnification** – To the fullest extent possible permitted by law, Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, defend (with counsel reasonably approved by County) (even if the allegations are false, fraudulent, or groundless), and hold harmless the County, its authorized officers, employees, agents and volunteers (Indemnitees) from and against any and all claims (including claims against the County seeking compensation for labor performed or materials used or furnished to be used in the work or alleged to have been furnished on the project, including all incidental or consequential damages resulting to the County from such claims), allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, demands, losses, costs, damages, judgments, liens, stop notices, penalties, anticipated losses of revenue and/or liability, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses) arising out of, resulting from, or in any way (either directly or indirectly) related to the contract, the work, the project or any breach of the Contract by Contractor (or any of its officers, agents, employees, subcontractors, or any person performing any of the work, or from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Indemnitee's "passive" negligence but does not apply to the Indemnitee's "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code section 2782 provided such "active" negligence or "willful misconduct" is determined by agreement of the parties or by findings of a court. In instances where an Indemnitee's "active" negligence accounts for a percentage of the liability for the claim involved, the obligation of the Contractor will be for that entire percentage of liability for the claim not attributable to the "active" negligence or "willful misconduct" of the Indemnitees. The County shall be consulted with regard to any proposed settlement.

The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any claim from the County. The Contractor's obligation to defend the County shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. The duty to defend shall apply whether or not a

claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any claim. The Contractor shall respond within thirty (30) calendar days to the tender of any claim for defense and/or indemnity by the County, unless the County agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured, and experienced legal counsel acceptable to the County Counsel.

It is the intent of the parties to the Contract that the Contractor and its subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by law. In the event that any of the defense, indemnity, or hold harmless provisions are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

Contractor shall ensure, by written subcontract agreement, that each of Contractor's subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to all claims arising out, in connection with, or in any way related to each such subcontractor's work in the same manner in which Contractor is required to protect, defend, indemnify, and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from its subcontractors as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Section.

Contractor's indemnification and defense obligations set forth in this Section are separate and independent from the insurance requirements and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance requirements. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations.

Contractor's obligations under this Section are binding on Contractor's and its subcontractors' successors, heirs and assigns and shall survive the completion of the work or termination of the Contractor's performance of the work.

**Replace section 7-1.06 with:**

**7-1.06 INSURANCE**

**Additional Insured** – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the **County of San Bernardino** (a separate, legal public entity), and the **San Bernardino County Flood Control District** (a separate, legal public entity), collectively referred to in this section as the **County** and all of their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. Additionally, all policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the \_\_\_\_\_, and all of their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder.

The additional insured endorsements shall not limit the scope of coverage for the County as well as any other entities named herein to vicarious liability but shall allow coverage for the County as well as any other entities named herein to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 201011 85.

**Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors, as well as any other entities named herein.

All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim.

The Contractor hereby waives all rights of subrogation against the County as well as any other entities named herein.

**Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County or any other entities named herein.

**Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there shall be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declarations page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and must have a minimum Best's Insurance Guide rating of "A-" and minimum Financial Size Category of "VII" according to A.M. Best Company, Inc., website <http://www.ambest.com/>.

**Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**Failure to Procure Coverage** – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements, whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition hereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**Workers' Compensation/Employers Liability** – A program of Workers' Compensation insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are deemed as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are not profit corporations organized under California or Federal Law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

**Commercial/General Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with minimum combined single limits, per occurrence, as follows:

CONTRACT AMOUNT	MINIMUM COVERAGE
Less than \$1,000,000	\$1,000,000
\$1,000,000 to \$3,000,000	\$3,000,000
\$3,000,000 to \$5,000,000	\$5,000,000
Over \$5,000,000	\$10,000,000

The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury.
- (f) Contractual liability.
- (g) Two million dollars (\$2,000,000) general aggregate limit.

**Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1

(any auto). The policy shall have minimum combined single limit for bodily injury and property damage, per occurrence, as follows:

<b>CONTRACT AMOUNT</b>	<b>MINIMUM COVERAGE</b>
Less than \$1,000,000	\$1,000,000
\$1,000,000 to \$3,000,000	\$3,000,000
\$3,000,000 to \$5,000,000	\$5,000,000
Over \$5,000,000	\$10,000,000

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**Course of Construction/Installation Property Insurance** – A policy providing all risk, including theft coverage for all properties and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

**Continuing Products/Completed Operations Liability Insurance** – A policy with a limit of not less than five million dollars (\$5,000,000) for each occurrence for at least three years following substantial completion of the work on projects over one million dollars (\$1,000,000).

**Subcontractor Insurance Requirements** – The Contractor agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the basic requirements and the insurance specifications for all contracts as delineated herein, (including waiver of subrogation rights and naming the County as well as any other entities named herein as additional insureds). The Contractor agrees to monitor and review all such coverage and assume all responsibility ensuring that such coverage is provided as required herein.

**Delete section 7-1.07B, “Seal Coat Claims.”**

**Replace section 7-1.11C, “Female and Minority Goals” with:**

**7-1.11C Female and Minority Goals**

Comply with 2-1.12 of these Special Provisions.

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**8 PROGRESS SCHEDULE**

**Replace section 8-1.02, “SCHEDULE” with:**

**8-1.02 PROGRESS SCHEDULE**

After contract award, and prior to construction, the Contractor shall submit to the Engineer a baseline progress schedule as part of the pre-construction submittals. The Contractor shall furnish the schedule in both printed and electronic (Microsoft Excel or equivalent) format. If the Contractor cannot furnish the schedule in Microsoft Excel format, then another format approved by the Engineer shall be used. The schedule shall show the construction activities (including the controlling activity(ies)), order in which the Contractor proposes to carry out the work, the dates on which the Contractor will start the several salient features of the work (including procurement of materials, plant, and equipment), and the contemplated dates for completing those salient features. The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.

Progress schedule updates are also required to be submitted during construction, within 10 working days of the Engineer's written request. Failure of the Contractor to submit progress schedule updates within the required time frame may result in the withholding of progress payments.

**Replace 1<sup>st</sup> paragraph of section 8-1.03, "PRECONSTRUCTION CONFERENCE," with:**

After contract award, and prior to construction, a pre-construction conference / meeting will be held at a time and location determined by the Engineer, for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, utilities, submittals and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

**Replace 8-1.04A, "General," with:**

**8-1.04A General**

After contract award, and prior to the pre-construction conference, the Engineer will issue a Notice to Proceed with Submittals to the Contractor, and the Contractor shall then begin submitting all required submittals necessary to begin work, as listed below. Failure to provide the required submittals within the time frame specified in the Notice to Proceed with Submittals may subject the Contractor to being charged working days for each and every day after the submittal due date.

**Prior to construction**, the following submittals are required:

1. Approved baseline progress schedule – **to be provided at least 5 working days prior to construction**
2. Approved Statement of Compliance with Sections 1509 and 1510 of the CalOSHA Construction Safety Orders
3. Approved Fire Safety Plan
4. Approved Notice to Residents, in English and Spanish
5. Approved Notice of Materials to be Used
6. Approved Subcontracting Request
7. Approved Staging Area
8. Approved Storm Water Pollution Prevention Plan (SWPPP)
9. All required environmental submittals
10. Approved Traffic Control Plan.
11. Valid proof of approved permits, including Encroachment permit from the City, if applicable

12. List of personnel assigned to the project
13. Emergency contact list
14. List of Equipment to be Used, which will include a description of each piece of equipment, the name and model number of each piece of equipment, and a unique ID number for each piece of equipment, which will be stenciled on each piece of equipment.
15. Approved Dewatering Plan, prepared by a licensed Professional Civil Engineer
16. Acceptance of the working / shop drawings for the concrete arch culverts and concrete headwall parapets
17. Written statement from the manufacturer or vendor that the order for the precast arch culverts and headwall parapets has been received and accepted by the manufacturer or vendor. The statement must show the date(s) that the materials will be delivered to the project site.
18. Any other pre-construction submittals deemed necessary by the Engineer.

The above submittal requirements shall be completed within 15 calendar days after the Notice to Proceed with Submittals is issued. The Traffic Control Plan, however, shall be submitted prior to the pre-construction meeting. The working / shop drawings for the precast concrete arch culverts and headwall parapets shall be submitted within fifteen (15) calendar days after the Notice to Proceed with Submittals is issued, and the Engineer will have 15 calendar days to review and accept the drawings.

The Contractor shall be solely liable for the procurement of the precast arch culverts and headwall parapets. After approval of working / shop drawings, the Contractor shall secure a fabrication & delivery date and incorporate the installation date in the project baseline schedule with the delivery date not to exceed 40 working days from the Notice to Proceed with Construction. The Contractor shall demonstrate in the project baseline schedule that the work is properly arranged so that the precast culverts can be installed immediately after the culverts are delivered to the project site.

**Replace 8-1.04B, "Standard Start," with:**

**8-1.04B Standard Start**

After the pre-construction conference and prior to construction, the Engineer will issue the Notice to Proceed with Construction to the Contractor. The Contractor shall begin construction work **within 15 days** (excluding Saturdays, Sundays, and holidays) after Engineer's issuance of the Notice to Proceed with Construction. Issuance of the Notice to Proceed with Construction is at the sole discretion of the County. The First Working Day Designated will be the date of the Notice to Proceed with Construction or the date of beginning construction work, whichever is later. In no case will the First Working Day Designated be later than **15 days** after the Notice to Proceed with Construction, excluding Saturdays, Sundays, and holidays. The Department does not adjust time for starting before the First Working Day.

The Contractor shall diligently prosecute the work to completion before the expiration of

**SEVENTY (70) WORKING DAYS**

starting with the First Working Day Designated. (Refer to the definition of "Working Day" in section 1-1.07B of these Special Provisions.) However, as provided in section 8-1.04A, the failure by Contractor to provide the required submittals identified in the Notice to Proceed with Submittals within the time frame specified in the Notice to Proceed with Submittals may subject

the Contractor to being charged working days for each day and every day after the submittal due date.

**Replace 8-1.10A, "General", with:**

**8-1.10A General**

The Department specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1<sup>st</sup> day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

The Contractor shall pay the County the sum of

**FOUR THOUSAND DOLLARS (\$4,000) PER DAY**

for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

\*\*\*\*\*

**9 PAYMENT**

**Replace section 9-1.02C "Final Pay Item Quantities," with:**

**9-1.02C Final Pay Items**

When an item of work is designated as (F) or (S-F) in the Bid Sheet, **the estimated quantity for that item of work shall be the final pay quantity**, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for in or structure in Section 51-7.01D, "Payment." If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

**Delete Section 9-1.02D, "Quantities of Aggregate and Other Roadway Materials."**

**Delete the 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, and 14<sup>th</sup> paragraphs in section 9-1.03, "PAYMENT SCOPE."**

**Replace the reference in the 16<sup>th</sup> paragraph to "Pub Cont Code §§ 10262 and 10262.5" in section 9-1.03, "PAYMENT SCOPE," with "Business and Professions Code section 7108.5."**

**Delete section 9-1.07 “PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS.”**

**Add the following paragraphs to section 9-1.16, “PROGRESS PAYMENTS”:**

**PAYMENTS** – Attention is directed to the provisions in this Section 9-1.16, “Progress Payments,” and Section 9-1.16E, “Withholds,” of the Standard Specifications and these Special Provisions.

County and Contractor acknowledge and agree that Public Contract Code section 7201 applies to all contracts entered into on or after January 1, 2012, between a public entity and an original contractor, between an original contractor and a subcontractor, and between a subcontractors thereunder relating to the construction of any public work of improvement. Pursuant to Public Contract Code section 7201 the County will retain **5%** of the payments made to Contractor and total retention proceeds withheld by County shall not exceed **5%** of the contract price. However, this limitation does not apply to amounts retained by County in the event of a good faith dispute or as required by law. Contractor shall also comply with Public Contract Code section 7201 in its retention of payments/contract amount to subcontractors.

The retention will be held for 35 days following the recording of the Notice of Completion, at which time the County Auditor will issue a warrant for the withheld funds.

Therefore, the County shall hold retainage from Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to Contractor based on these acceptances. The Contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the County. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the County’s prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into Contractor’s designated checking or other banking account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

Contractor may upon written request, and at their expense deposit substitute securities found in Government Code section 16430 as authorized by the Public Contract Code section 22300 in lieu of retention monies withheld to insure performance.

Payment for materials that are furnished but are not incorporated in the work may be made to the Contractor at the sole discretion of the Engineer.

The provisions of Public Contract Code section 20104.50, cited immediately below and at the end of these Special Provisions, dealing with the modification, performance, and payment of public works contracts are incorporated herein.

20104.50.

(a)(1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern. (2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 7010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

**Delete the 2nd sentence in section 9-1.16D(1), "General."**

**Delete reference to "Pub Cont Code § 10261.5" in section 9-1.16E(1), "General."**

**Replace "may" with "shall" in the 1st sentence of section 9-1.16E(4), "Stop Notice Withholds."**

**Delete section 9-1.16F, "Retentions."**

**Replace 9-1.17D(1), "General," with:**

**9-1.17D(1) Final Payment and Claims** - After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payments, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of claims as provided below.

On the Contractor's approval, or if he files no claim, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the County will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.103C, "Records," and 9-1.09, "Clerical Errors."

If the Contractor files a claim(s), the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the County will pay the sum so found to be due. Such semifinal estimate any payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claim(s) filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

**For additional claim procedures and rights under the Public Contract Code, please see 5-1.13E, "Dispute Resolution for Claims subject to Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and/or 20104.6," of these Special Provisions.**

The Contractor shall keep full and complete records of the costs and additional time incurred for any claim for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

Any claim for overhead type expenses or costs shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the County at its discretion.

Any costs or expenses incurred by the County in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the County within the meaning of the California False Claims Act.

**Delete section 9-1.17D(2)(a), "General."**

**Replace the 6th paragraph in section 9-1.17D(3) with:**

Failure to comply with the claim procedures described in the Contract Documents is a bar to pursue the claim in a court of law.

**Replace "30" with "31" in the 1st sentence of section 9-1.17(D)(1), "General."**

**Delete section 9-1.22, "Arbitration," in its entirety and replace with the following:**

**9-1.22 CIVIL ACTION**

See Section 5-1.43G, "Civil Action" of these Special Provisions.

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**DIVISION II – GENERAL CONSTRUCTION**

**10-1.01 ORDER OF WORK**

Order of work shall conform to the provisions in Section 8, "Prosecution and Progress," of the Standard Specifications and these special provisions.

**First order of work** - The Contractor shall set up portable Changeable Message Signs at the locations specified in these Special Provisions and as designated by the Engineer. Attention is directed to section "Portable Changeable Message Signs" elsewhere in these Special Provisions.

**Second order of work** -The Contractor shall contact the County Surveyors to request survey for horizontal and vertical control staking of the centerline of the roadway at least two (2) weeks prior to the start of construction.

Stakes and marks set by the County shall be carefully preserved by the Contractor. In case the stakes and marks are destroyed or damaged, the stakes and marks will be replaced at the County's earliest convenience. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks which in the judgment of the Engineer were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due the Contractor.

**Third order of work** - The Contractor will pothole existing underground utility lines that are deemed to be high risk and verify their depth(s) and location(s) before grading can take place. Locations for potholes will be determined by the Engineer.

Attention is directed to Section, "Traffic Control System" of these Special Provisions.

Full compensation for conforming to the requirements of this section, including any additional mobilizing or demobilizing costs, other work or labor, materials, tools, equipment, and

incidentals, not otherwise provided for, shall be considered as included in the prices paid for **various items of work** and no additional compensation will be allowed therefor.

### **10-1.02 SUPPLEMENTAL WORK AT FORCE ACCOUNT (UNFORESEEN DIFFERING SITE CONDITIONS AND UTILITY CONFLICTS)**

This work shall consist of extra work, related to specified items of work, necessary to address unforeseen conditions of position, location, and/or dimensions of existing underground and/or surface improvements, including utilities. Extra work addressed under the provisions of this section will be work, of a minor nature, not specifically covered by contract items, but determined by the Engineer to be necessary to the completion of specified construction within the functional range, scope, and intent of the contract.

Extra work to address subsurface or latent physical conditions that differ materially from those indicated in the contract; or unknown physical conditions of an unusual nature, differing from those initially encountered and generally recognized as inherent in the work provided for in the contract will be addressed in accordance with Section 4-1.06, "Differing Site Conditions (23 CFR 635.109)", of the Standard Specifications.

Additional work falling within the scope and character of the existing contract items shall be considered as normal to the progress of construction and will be addressed in accordance with Section 4-1.05, "Changes and Extra Work", of the Standard Specifications.

If the Contractor is delayed in the completion of the contract work as a direct result of the work described in this section, an extension of time as provided in the fifth paragraph of Section 8-1.10, "Liquidated Damages" will be granted.

Compensation for work performed under this section, and calculated as prescribed in Section 9-1.04, "Force Account", of the Standard Specifications will be cumulative over the duration of the contract.

Prospective bidders shall include the Contract Amount printed in the proposal for "**Supplemental Work at Force Account (Unforeseen Differing Site Conditions and Utility Conflicts)**" as their bid for this contract item. The amount shown is purely arbitrary and no guarantee is given or implied that any payments will be made.

Furnishing all labor, equipment, material, tools and incidentals and doing all work determined by the Engineer to fall under this section shall be considered to be included in payments made for "**Supplemental Work (Unforeseen Differing Site Conditions and Utility Conflicts)**", and no separate payment will be made therefor.

Order of work shall conform to the provisions in Section 8, "Prosecution and Progress," of the Standard Specifications and these special provisions.

Full compensation for conforming to the requirements of this section, including any additional mobilization or demobilizing costs, other work or labor, materials, tools, equipment, and incidentals not otherwise provided for, shall be considered as included in the prices paid for **various items of work** and no additional compensation will be allowed therefor.

### **10-1.03 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**

This project is subject to the requirements of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board (SWRCB), Order No. 2009-0009-DWQ, CAS000002 (General

Construction Permit). All permit related documents can be located at the SWRCB website at [www.waterboards.ca.gov](http://www.waterboards.ca.gov). This project lies within the boundaries of the Santa Ana Regional Water Quality Control Board (RWQCB). The project is also covered by the General Waste Discharge Requirements for Small Construction Projects and municipal MS4 permit, Santa Ana Order No. R8-2010-0036, NPDES No. CAS 618036. Compliance manuals applicable to this project are the California Best Management Practices Handbooks found at [www.cabmphandbooks.com](http://www.cabmphandbooks.com) (hereafter referred to as "the Manuals").

This project shall conform to the Permits and modifications thereto. The Contractor shall therefore understand and have necessary certifications and fully comply with the applicable provisions of the Permits and all modifications, thereto, the Manuals, and Federal, State and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside of the project limits during all construction phases. Attention is directed to Sections 7-1.02, "Laws," of the Standard Specifications and Section 7-1.05, "Identification," and Section 7-1.06, "Insurance", of the Special Provisions.

The Contractor shall comply with the requirements of the Permits and Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas outside the project area and County right of way, not specifically arranged and provided for by the County in the execution of this contract, will not be paid for without prior written approval.

#### **STORMWATER POLLUTION PREVENTION PLAN PREPARATION APPROVAL AND AMENDMENTS**

The County of San Bernardino has determined a **Risk Level 1** for this project. The County has prepared a Draft Stormwater Pollution Prevention Plan (SWPPP) for the project. The Draft SWPPP provides the general stormwater approach for the project and the minimum necessary Best Management Practices (BMPs). The Draft SWPPP is not to be considered a final and complete document until it has been reviewed and updated by the Contractor, additionally reviewed and approved by the County, and submitted to the SWRCB. The Contractor is expected to include in the updated Final SWPPP necessary details pertaining to the methods and sequencing of construction and any additional necessary BMPs, based on the Contractor's project approach.

Four (4) final signed hardcopies and one (1) electronic copy of the Final SWPPP must be submitted to the Engineer for review and acceptance within 15 business days prior to the start of construction activities. No work having potential to cause water pollution shall be performed until the SWPPP has been approved by the Engineer. The Contractor shall keep one (1) copy of the approved Final SWPPP and any approved amendments to the Final SWPPP at the project site. The SWPPP shall be made available upon request by a representative of the RWQCB and the SWRCB. Requests made by the public or other third parties for review of the SWPPP shall be directed to the Engineer. The Contractor shall notify the Engineer immediately when regulatory agencies request to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to the water pollution control work. The Contractor shall immediately send copies of all correspondences, notices of violation, enforcement actions or proposed fines, issued by a regulatory agency, to the Engineer.

## **SWPPP IMPLEMENTATION - (INSPECTION, MAINTENANCE & REPAIR, RAIN EVENT ACTION PLAN (REAP), MONITORING AND REPORTING)**

SWPPP Implementation, further defined as Inspection, Maintenance & Repair, Rain Event Action Plan (REAP), Monitoring, and Reporting shall conform to all of the requirements of Attachment "**Risk Level 1 Requirements**," included in the Permits and Agreements section (Brown Pages) of these Special Provisions. Contractor's failure to strictly conform to these requirements shall be subject to the Payment and Penalties specifications of this section. In addition to the Engineer may order suspension of construction operations as noted below.

Unless otherwise specified, upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, repairing, removing, and disposing of the water pollution control practices specified in the SWPPP and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout temporary suspensions of work ordered in conformance with the provisions in Section 8, "Prosecution and Progress", of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these special provisions.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved SWPPP or amendments, the deficiency shall be corrected immediately unless requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section, "Storm Water Pollution Prevention Program (SWPPP)." If the Contractor fails to conform to the provisions of this section, "Storm Water Pollution Prevention Program (SWPPP)," the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

### **WATER POLLUTION BEST MANAGEMENT PLAN (BMP) BUDGET**

The Contractor shall include a complete Water Pollution BMP budget (sample shown below) with Contractor's submittal of the Final SWPPP to the Engineer. The Water Pollution BMP budget shall itemize the BMPs for water pollution control work. The Water Pollution BMP budget shall provide a cost breakdown of the contract lump sum for the water pollution control work based on BMP quantity, unit cost and total amount.

The sum of the amounts for the items of work listed in the Water Pollution BMP budget shall be equal to the contract lump sum price bid for water pollution control work.

The Contractor shall be responsible for the accuracy of the quantities and values used in the Water Pollution BMP budget. Partial payment for the item of water pollution control work will not be made until the Water Pollution BMP budget is approved by the Engineer. Overhead and profit shall be included in the individual line items listed in the Water Pollution BMP budget.

Line item quantities indicated in the Water Pollution BMP budget in this section shall be considered to be project-specific minimums. Additionally, Line items indicated without quantities in the Water Pollution BMP budget shall be considered by the Contractor for selection to meet the applicable "Minimum Requirements" as defined in the California BMP

Handbook for Construction. All the BMPs listed in the Water Pollution BMP budget can be referenced in the California BMP Handbook for Construction.

### WATER POLLUTION BMP BUDGET

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
EC-1	Scheduling	LS	1		
EC-2	Preservation of Existing Vegetation	LS	1		
EC-3	Hydraulic mulch	SQYD			
EC-4	Hydro-seeding	SQYD			
EC-5	Soil binders	SQYD			
EC-6	Straw mulch	SQYD			
EC-7	Geotextiles	SQYD			
EC-8	Wood mulching	SQYD			
EC-9	Earth dikes/swales	LF			
EC-10	Outlet protection	EA			
EC-11	Slope drains	EA			
EC-12	Streambank stab.	LS			
SE-1	Silt fence	LF	1,000		
SE-2	Sediment basin	EA			
SE-3	Sediment trap	EA			
SE-4	Check dam	EA	8		
SE-5	Fiber rolls	LF	1,200		
SE-6	Coir bag	LF	400		
SE-7	Street sweeping	LS	100		
SE-8	Sandbag barrier	LF			
SE-9	Straw bale barrier	LF			
SE-10	Storm Drain Inlet Protection	EA	16		
SE-11	Temporary Silt Dike	EA			
WE-1	Wind erosion	LS	1		
TC-1	Stabilized construction entrance/exit	EA	14		
TC-2	Stabilized construction	EA			

	roadway				
TC-3	Entrance/outlet tire wash	EA	1		
NS-1	Water conservation practices	LS	1		
NS-2	Dewatering Operations	EA			
NS-3	Paving and grinding operations	LS	1		
NS-4	Temporary Stream crossing	EA			
NS-5	Clear water diversion	EA			
NS-6	IC/ID	LS			
NS-7	Potable water	LS			
NS-8	Vehicle equip. cleaning	LS	1		
NS-9	Vehicle equip. fueling	LS	1		
NS-10	Vehicle and equip. maintenance	LS	1		
NS-11	Pile driving operations	LS			
NS-12	Concrete curing	LS	1		
NS-13	Material and Equip. use over water	LS			
NS-14	Concrete finishing	LS	1		
NS-15	Structure removal	LS	1		
WM-1	Material delivery and storage	LS	1		
WM-2	Material use	LS	1		
WM-3	Stockpile mgmt.	LS	1		
WM-4	Spill prevention and control	LS	1		
WM-5	Solid waste mgmt.	LS	1		
WM-6	Haz. Waste mgmt.	LS	1		
WM-7	Contaminated soil mgmt.	LS			

WM-8	Concrete waste mgmt.	LS	1		
WM-9	Sanitary/septic waste mgmt.	LS	1		
WM-10	Liquid waste mgmt.	LS	1		

**TOTAL:** \_\_\_\_\_

No adjustment in compensation will be made to the contract lump sum price paid for water pollution control work due to differences between the quantities shown in the approved BMP budget and the quantities required to complete the work as shown on the approved SWPPP. No adjustment in compensation will be made for ordered changes to correct SWPPP work resulting from the Contractor's own operations or from the Contractor's negligence.

The quantities mentioned above are minimums; therefore, the contractor shall increase these quantities, if deemed necessary during construction, and without additional cost to the County.

The approved BMP budget will be used to determine partial payments during the progress of the work and as the basis for calculating the adjustment in compensation for the item of water pollution control work due to increases or decreases of quantities ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost breakdown item, the adjustment in compensation will be determined in the same manner specified for increases and decreases in the quantity of a contract item of work in conformance with the provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. If an ordered change requires a new item which is not on the approved BMP budget, the adjustment in compensation will be determined in the same manner specified for extra work in conformance with Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

Unless otherwise specified in writing, upon approval of the SWPPP and the BMP budget, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing and disposing of the water pollution control practices specified in the SWPPP and the BMP budget.

**PAYMENTS AND PENALTIES**

The contract lump sum price paid for **Prepare Final Storm Water Pollution Prevention Plan (SWPPP)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, reviewing and amending the SWPPP, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Section 9-1.06, "Changed Quantity Payments Adjustments," and Section 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications. Payments for preparing the Final SWPPP will be made as follows:

- A. After the Final SWPPP has been approved by the Engineer, 75 percent of the contract item price to prepare the Final SWPPP will be included in the monthly partial payment estimate.
- B. After acceptance of the contract in conformance with the provisions in Section 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications, payment for the remaining 25 percent of the contract item price to prepare the Final SWPPP will be made in conformance with the provisions in Section 9-1.07 "Payment Adjustments for Price Index Fluctuations".

The contract lump sum price for **Water Pollution Control Work**, shall include full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all the work involved in developing, reviewing, updating, amending and implementing (inspection, maintenance & repair, REAP, monitoring and reporting) a Storm Water Pollution Prevention Plan, including installing, constructing, removing and disposing of water pollution control practices, and non-storm water management and waste management and no additional compensation will be allowed, unless there is a separate prior approval in writing by the Engineer.

No progress payment shall be made for water pollution control work where a deficiency is documented regarding the contractor's strict compliance with implementing (inspection, maintenance & repair, REAP, monitoring and reporting) including, but not limited to, appropriate BMPs are not implemented prior to a rain event or if a failure of a BMP is not corrected prior to a rain event.

Contractor agrees that the County of San Bernardino and/or the County Board of Supervisors' acceptance of the Final SWPPP does not relieve the Contractor of his/her obligations under Section 7-1.05, "Indemnification" and Section 7-1.06, "Insurance" of the Special Provisions. Approval shall not constitute a finding that the SWPPP complies with applicable requirements of the Permits, the Manuals and applicable Federal, State and local laws, regulations, and requirements.

In accordance with Section 7 "Legal Relations and Responsibility To The Public" of the Standard Specifications, the Contractor shall be solely responsible for penalties assessed or levied on the Contractor or the County as a result of the Contractor's failure to comply with the provisions of this section, including but not limited to, compliance with the applicable provisions of the Permits, the Manuals, and Federal, State and local regulations and requirements as set forth, therein. Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the County or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or cost incurred in settlement for alleged violations of the Permits, the Manuals, or applicable laws, regulations or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct the violations.

#### RETENTION OF FUNDS

Retention of funds for failure to conform to the provisions in this section, "Storm Water Pollution Prevention Program (SWPPP)", shall be in addition to the other retention amounts required by the contract.

Notwithstanding any other remedies authorized by law, the County may retain money due the Contractor under the contract, in an amount determined by the County, up to and including the entire amount of Penalties proposed, assessed or levied as result of the Contractor's violation of the Permits, the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the County until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of Penalties until such time as they are resolved with the entity seeking the Penalties.

In addition, when a regulatory agency identifies a failure to comply with the Permits and modifications thereto, the Manuals, or other Federal, State or local requirements, the County may retain money due to the Contractor, subject to the following:

- A. The amounts retained, due to Contractor's failure to conform to the provisions in this section, "Storm Water Pollution Prevention Program (SWPPP)", will be released for payment on the next monthly estimate for partial payment following the implementation and maintenance of corrections and when water pollution has been adequately controlled, as determined by the Engineer.
- B. During the period that the Contractor fails to conform to the provisions in this section, "Storm Water Pollution Prevention Program (SWPPP)", the County may retain an amount equal to 25 percent of the estimated value for the contract work performed.

#### **10-1.04 WATER POLLUTION CONTROL PROGRAM (WPCP)**

Water Pollution Control work shall conform to the provisions in Section 13-2, "Water Pollution Control Program," of the Standard Specifications and these special provisions and the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbook (Handbook), and additions thereto issued up to and including the date of advertisement of the project. The Handbooks may also be downloaded from the Storm Water Quality Manuals and Handbooks website at the following web site:

<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>

The Water Pollution Control Program template can be downloaded from the following web site:

<http://www.dot.ca.gov/hq/construc/stormwater/>

Areas where pollutant discharge must be eliminated shall include, but not be limited to, spoil and stockpile areas, all staging areas, and pulverized areas created in connection with work under the contract, whether or not said areas are within the delineated project limits.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, amending, implementation and removal of the WPCP as specified in the Standard Specifications, the Handbook, and these special provisions, shall be included in the contract price paid for **Water Pollution Control Program** and no additional compensation will be allowed therefor.

### **10-1.05 MOBILIZATION**

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the Standard Specifications.

The contract lump sum price paid for **Mobilization** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in Mobilization and no additional compensation will be allowed therefore.

### **10-1.06 PUBLIC SAFETY**

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public, especially pedestrians who travel through the work zone area. Where no other means of pedestrian passage through construction area is available, the Contractor shall provide detours for pedestrian travel.

When applicable, the California MUTCD latest edition Figure 6H-28 "Sidewalk Detour or Diversion" Typical Application 28 and Figure 6H-29 "Crosswalk Closures and Pedestrian Detours" Typical Application 29 as included in the green sheets may be used and referenced as part of the project's Traffic Control Plan.

If any of the above referenced CA MUTCD Typical Application/s is/are not applicable due to project field conditions, or as required by the Engineer, the Contractor shall prepare a Pedestrian Traffic Control Plan and submit to the Engineer for review and approval. The Pedestrian Traffic Control Plan shall detail any pedestrian detour with all signage, barricades, fencing, delineators, etc. as necessary for safe pedestrian travel through or around the work zone area in conformance with the California Manual on Uniform Traffic Control Devices (CA MUTCD) – Part 6 (latest edition) – Temporary Traffic Control sections 6D.01 "Pedestrian Considerations" and section 6D.02 "Accessibility Considerations". Refer to additional Traffic Control Plan requirements as specified in the Traffic Control System section of these Special Provisions. Nothing in these Special Provisions is to be construed as to reduce the minimum standards in the CA MUTCD.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle, or storage area when the following conditions exist:

- 1) Excavations – The near edge of the excavation is 15 feet or less from the edge of the lane, except:
  - a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - b) Excavations less than 1 foot deep.
  - c) Trenches less than 1-foot wide for irrigation pipe or electrical conduit, or excavations less than 1-foot in diameter.
  - d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - e) Excavations protected by side slopes, where the slope is equal to or less than 1:4 (vertical:horizontal)

- f) Excavations protected by existing barrier or railing.
  - g) Excavations within temporary traffic control zones that do not extend beyond a single daylight period, for these zones alternative barrier systems should be considered.
- 2) Temporarily Unprotected Permanent Obstacles – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor’s convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
  - 3) Storage Areas – Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the 2015 Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section “Public Safety” and in Section 7-1.04, “Public Safety,” of the 2015 Standard Specifications, shall be offset a minimum of 15.33 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1-foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15.33 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10:1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.20, “Temporary Railing (Type K),” of the 2015 Standard Specifications. Temporary railing (Type K), conforming to the details shown on 2015 Standard Plans T3A and T3B or approved equal by the Engineer may be used.

The sixth paragraph of Section 12-3.20(1), “Type K Temporary Railing,” of the 2015 Standard Specifications is amended to read:

Install a reflector on the top or face of the rail of each rail unit placed within 10 feet of a traffic lane as directed by the Engineer. Apply adhesive for mounting the reflector under the reflector manufacturer’s instructions.

Reflectors on temporary railing (Type K) shall conform to the provisions in “Approved Traffic Products” and these special provisions.

Temporary crash cushion modules shall conform to the provisions in “Temporary Crash Cushion Module” of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed and equipment is operated in the following work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach speed of public traffic (Posted Limit mph)	Work Areas
Over 45 mph	Within 6 feet of a traffic lane but not on a traffic lane

35 to 45 mph	Within 3 feet of a traffic lane but not on a traffic lane
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The lane closure provisions of this section shall not apply if the work area is protected by permanent, temporary railing, or barrier. When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 11 feet without written approval from the Engineer.

When work is not in progress on trench or other excavation that requires closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be the same as specified for the lane closure.

Open trenches left open overnight shall be protected by temporary railing (Type K) or other approved temporary traffic barrier as determined by the Engineer.

The locations of temporary railing (Type K) shall be shown on Traffic Control Plans for review and approval by the Engineer. Attention is directed to the Traffic Control System section elsewhere in these special provisions.

Contractor may propose to the Engineer an alternative to the use of temporary railing (Type K) and/or crash cushions in areas where the use of these devices is anticipated to be for a relatively short period of time but no more than five working days. Approval of the Engineer for the use of the proposed alternatives shall not relieve the Contractor from being solely responsible for any damages resulting from the use of these alternatives in accordance with Section 7-1.05 "INDEMNIFICATION" of the Standard Specifications and these Special Provisions.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the requirements of Section 7-1.04, "Public Safety," and the requirements of these special provisions, including furnishing all labor and installing temporary railing (Type K), temporary crash cushion modules and pedestrian safety measures, shall be considered as included in the contract lump sum price paid for **Traffic Control System** and no additional compensation will be allowed therefor.

#### **10-1.07 CRASH CUSHION MODULE**

The Crash Cushion Modules shall conform to the provisions of section 12-3.22, "Temporary Crash Cushion Modules", and section 7-1.04, "Public Safety," of the Standard Specifications and these Special Provisions.

**Crash Cushion Modules consisting of 14 units of sand-filled module shall be installed according to the details for Array ('U14') per 2015 Standard Plan A81A and as directed by the Engineer.**

The Crash Cushion Modules are the property of the County and shall remain at the designated location as shown on the plan for definite period of time until removed by the County forces.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities of installing said Crash Cushion Modules safely and accordingly per Standard Plan mentioned above.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, placing, filling, maintaining, relocating as necessary, and removing the Crash Cushion Modules and moving to new locations as directed by the Engineer shall be included in the contract lump sum price paid for **Traffic Control System** complete in place, and no additional compensation will be allowed therefor.

## **10-1.08 TRAFFIC CONTROL SYSTEM**

### **A. GENERAL:**

This work shall consist of all operations necessary to conduct construction operations in a safe manner relative to public traffic, and shall conform to the requirements in Section 7-1.02, "Temporary Pavement Delineation" of these Special Provisions, and those in Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Standard Specifications. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04 of the Standard Specifications.

The requirements of this section, titled "General" shall apply to all projects except as modified below in Section B, "Special Conditions," or as otherwise approved by the Engineer.

Construction that interferes with public traffic shall be performed only between 8:00 A.M., and 4:00 P.M., except that which is required under Section 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the Standard Specifications, as modified below in Section B, or as approved by the Engineer.

**The Contractor shall submit a Traffic Control Plan for the entire project limits, including intersections, detailing the proposed construction staging and traffic control for approval by the Engineer at least two weeks (10 working days) prior to the start of construction.** The Traffic Control Plan shall not include intersection closures or detours for Phelan Road between Sonora Road Avenue and Arrowhead Road. The Traffic Control Plan shall comply with the California Manual on Uniform Traffic Control Devices (CA MUTCD) – Part 6 (latest edition) - Temporary Traffic Control. Nothing in these Special Provisions is to be construed to reduce the minimum standards in the CA MUTCD.

When applicable, the 2015 Caltrans "Temporary Traffic Control Systems" Standard Plans as included in the green sheets may be used and referenced as part of the project's Traffic Control Plan. A flashing arrow sign will be required on all lane closures and, if determined by the Engineer, will be required on shoulder closures as well.

When applicable, the Traffic Control Plan for shoulder closures may be as shown on the "Shoulder Closure" detail of 2015 Standard Plan RSP T10, in the List of Standard and Special Drawings (Green Pages). The spacing dimensions on the "Shoulder Closure" detail may be modified as determined by the Engineer. The traffic control plan for night time shoulder closures shall also include flashing beacons.

At any given time during active construction when the number of lanes is reduced from existing conditions for both directions of travel, active construction work zones shall be limited to the number of locations and delays to motorist in time as indicated below in section B or as determined by the Engineer.

Existing turn lanes for left and/or right turns, when present at intersections, shall remain open and operational; or when existing turn lanes are removed, temporary turn lanes shall be provided for turn movements.

If the Engineer determines that the Contractor's operations are resulting in unacceptable traffic delays, the Engineer reserves the right to implement alternate traffic plans. Specific details are as indicated below in section B unless otherwise directed by the Engineer.

The Contractor shall coordinate with local residents and businesses to provide ingress and egress for properties adjacent to the project for the convenience of local residents and businesses in carrying out their personal and business activities. Convenient access for mail, other delivery services, and trash services shall be included in the definition of "personal and business activities."

The Contractor shall prepare a "Notice to Residents," and distribute copies of said notice to properties that are adjacent to and / or are directly impacted by the project as determined by the Engineer. The notice shall use the "Notice to Residents" template attached to the List of Standard and Special Drawings (Green Pages). The notice shall be placed on the door of said properties a minimum of seven (7) days before the Contractor begins work. The notice shall be in both English and Spanish (back side).

It is the Contractor's responsibility to have roads clear of interfering vehicles prior to the start of work and during work. The Contractor is responsible for notifying affected residents and businesses of the work schedule. Such notification will include placing notices (as stated above), making verbal contact, and furnishing and placing temporary "No Parking" signs 48 hours prior to the start of work, as well as notifying the California Highway Patrol 24 hours prior to such posting, such that interfering vehicles or objects may be towed or otherwise removed, if necessary. With regards to towing, the applicable County Code Sections are **52.0118, 52.0132, and 53.0801.**

Section 12-1.04, "Payment," of the Standard Specifications is superseded by the following:

The cost of furnishing all flaggers including transporting flaggers to provide for passage of public traffic through the work under the provisions in Section 7-1.03, "Public Convenience," and Section 7-1.04, "Public Safety," of the Standard Specifications, and elsewhere in these Special Provisions shall be borne solely by the Contractor.

If determined by the Engineer that additional flaggers are required during construction activities, Contractor shall provide flaggers at no additional cost to the County.

The Contractor shall furnish, install, maintain, move, remove, and dispose of all signs, lights, flares, barricades, and other facilities for the convenience and safety of the public, as required by these Special Provisions and Section 7-1.03, Section 7-1.04, and Section 12 of the Standard Specifications.

If any component of the traffic control system is displaced, or ceases to operate or function as specified from any cause during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When temporary lane configuration changes are allowed to facilitate that day's construction activity, the Contractor, unless otherwise directed by the Engineer, shall restore lane configurations to pre-construction conditions at the end of the workday or during periods when active construction is not taking place.

**B. SPECIAL CONDITIONS:**

**I. During Construction Activities**

**Construction on Phelan Road, Sonora Road, Tumbleweed Road, Sunny Vista Road and Arrowhead Road shall be performed on Monday through Friday only (7:00 A.M. to 4:30 P.M.) for the duration of the project, to avoid peak hour traffic.**

*In order to minimize impacts to school traffic, the Contractor is advised that working hours may need to be adjusted. The Contractor shall coordinate operating hours for construction activities jointly with the Engineer and nearby schools such as Phelan Elementary School, Piñon Mesa Middle School & Ferrano High School in order to minimize impacts to school traffic. The point of contact for the schools are shown in the Section "Coordination" elsewhere in these Special Provisions. The Contractor shall adhere to the operating hour restrictions as determined and as directed by the Engineer. Attention is directed to "Coordination" section elsewhere in these Special Provisions.*

*On Phelan Road from Sonora Road to Arrowhead Road, public traffic shall be permitted to pass through construction operations at all times. A minimum of two 11-foot graded and compacted or paved lanes, one for each direction of travel or one 11-foot graded and compacted or paved lane, to be used by both directions of travel, if flaggers are used. In order to control traffic, additional flaggers shall be required at any intersecting street or streets in between locations where flaggers have the traffic queued for paving operations.*

*Attention is directed to section "Order of Work", elsewhere in these special provisions.*

***Pedestrian safety;*** *The Contractor shall provide passage for pedestrians through construction areas, or provide a detour where applicable. Work that interferes with existing sidewalks or crosswalks at intersections shall be conducted so as to minimize impacts to pedestrian traffic.*

*In cases where a detour or an alternate pedestrian access cannot be provided, the Contractor shall be allowed to close sidewalk ramp areas where approved by the Engineer. The Contractor shall post sidewalk closure signs at these ramp locations at least (2) days prior to the closure dates. Signs shall advise pedestrians of anticipated closure dates. Attention is also directed to the Public Safety section of these Special Provisions.*

***In cases where existing paved road widths are less than 24 feet, the Contractor may be allowed to utilize graded and compacted lane(s) as approved by the Engineer.***

**II. During Non-construction activities**

***On Phelan Road from Sonora Road to Arrowhead Road the Contractor must provide two 11-foot graded and compacted or paved lanes, one for each direction of travel for use by public traffic overnight and when construction operations are not actively in progress. The full width of a graded and compacted or paved traveled way shall be***

open for use by public traffic overnight and when construction operations are not actively in progress.

**The Contractor shall stage his construction operations accordingly in order to meet the above stated requirements.**

**Attention is also directed to "Order of Work," and "Public Safety," and "Temporary Traffic Control" sections of these Special Provisions for traffic control requirements.**

### **C. MEASUREMENT AND PAYMENT:**

The contract lump sum price paid for **Traffic Control System** shall include full compensation for furnishing all labor, materials (including, but not limited to, all traffic control components), tools, equipment, and incidentals, and for doing all the work involved in fabricating, removing, storing, maintaining, moving to new locations, and replacing and disposing of the components of the traffic control system, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, placing/installing, maintaining, relocating as necessary, removing and disposing of the Advanced Warning Signs including payment for permits, is included in the contract lump sum price paid for **Traffic Control System**, and no additional compensation will be allowed therefor.

Full compensation for conforming to the requirements of these Special Provisions and those in Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Standard Specifications, including furnishing all labor, materials (including all traffic control components), tools, equipment, and incidentals, shall be considered as included in the contract lump sum price paid for **Traffic Control System**, and no additional compensation will be allowed therefor.

Full compensation for furnishing, erecting, maintaining, and removing any additional construction area signs and other traffic control components including AWSs the Engineer may deem necessary shall be considered as included in the **various contract items of work**, and no additional compensation will be allowed therefor.

Full compensation for furnishing, installing, distributing, and removing the "Notice to Residents" shall be considered as included in the **various contract items of work**, and no additional compensation will be allowed therefor.

Full compensation for traffic control staging is included in the contract lump sum price paid for **Traffic Control System**, and no additional compensation will be allowed therefor.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, shall not apply to the item of Traffic Control System. Adjustments in compensation for traffic control components ordered by the Engineer beyond those called for in the referenced standards will be made as provided in Section 9-1.04, "Force Account," of the Standard Specifications. No adjustment will be made for decreases.

## **10-1.09 TEMPORARY PAVEMENT DELINEATION**

This work, Temporary Pavement Delineation, shall consist of installing, maintaining, and removing temporary striping, pavement markings, channelizers, cones, and other devices necessary to the safe movement of public traffic through the project area and shall conform to the provisions in Section 12-6, "Temporary Pavement Delineation," of the Standard Specifications, the California Manual on Uniform Traffic Control Devices – part 6 (latest edition - published by the State Department of Transportation), and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from its responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

It is recognized that some conditions may prevail under which the Contractor and other agencies may share in responsibilities for the public safety being affected by the work under this contract. It is, however, agreed among the parties that necessary removal, construction, and replacement of effective traffic controls normally applied to the pavement shall fall within the Contractor's sole liability.

**GENERAL** - Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

On multilane roadways, edgeline delineation shall be provided at all times for traveled ways open to public traffic.

The Contractor shall perform all work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

**TEMPORARY LANELINE AND CENTER LINE DELINEATION** - Whenever lanelines and centerlines are obliterated the minimum laneline and centerline delineation to be provided shall be temporary reflective raised pavement markers. The spacing requirements for temporary pavement markers shall comply with CA MUTCD 2014, Section 6F.79. The temporary reflective raised pavement markers shall be the same color as the laneline or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" elsewhere in these special provisions.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary reflective raised pavement markers shall be used on lanes opened to public traffic for a maximum of 14 days. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall provide, at his expense, additional temporary pavement delineation. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. W20-1 "ROAD WORK AHEAD" signs shall be installed from 1,000 feet to 2,000 feet ahead of "no passing" zones. R4-1 "DO NOT PASS" signs shall be installed at the beginning and at every 2,000 foot interval within "no passing" zones. For continuous zones longer than 2 miles, W3-3aP "NEXT \_\_\_\_\_ MILES" signs shall be installed beneath the W20-1 signs installed ahead of "no passing" zones. R4-2 "PASS WITH CARE" signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones, shall be removed when no longer required for the direction of public traffic. The signing for "no passing" zones shall conform to the requirements in Section 12-3.11, "Construction Area Signs," of the Standard and Specifications.

Full compensation for furnishing, placing, maintaining and removing the temporary reflective raised pavement markers, used for temporary laneline and centerline delineation (including the signing specified for "no passing" zones) and for providing equivalent patterns of permanent traffic lines for such areas when required shall be considered as included in the lump sum contract price paid for **Traffic Control System** and no separate payment will be made therefor.

**TEMPORARY EDGELINE DELINEATION** - Whenever edgelines are obliterated the temporary pavement delineation to replace the edgelines shall, at the option of the Contractor, consist of either solid 4-inch wide traffic stripes of the same color as the stripe the temporary edgeline delineation replaced or shall consist of traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 100 feet.

The lateral offset for traffic cones, portable delineators or channelizers used for temporary edgeline delineation shall be as determined by the Engineer. If traffic cones or portable delineators are used as temporary pavement delineation for edgelines, the Contractor shall provide personnel to remain at the job site to maintain the cones or delineators during all hours of the day that they are in use.

Channelizers used for temporary edgeline delineation shall be surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in the section of these special provisions entitled, "Pavement Markers," except epoxy adhesive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor's opinion, one of the surface mount types (36") listed in "Prequalified and Tested Signing and Delineation Materials" elsewhere in these special provisions.

Temporary edgeline delineation shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining and removing the temporary edgeline delineation shall be considered as included in the lump sum price paid for **Traffic Control System** and no separate payment will be made therefor.

### **AREA TRAFFIC CONTROL DEVICES**

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these special provisions.

**Category 1** temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 business days before beginning any work using the devices or within 2 business days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and post mile of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person, and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

**Category 2** temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

[http://safety.fhwa.dot.gov/roadway\\_dept/policy\\_guide/road\\_hardware/listing.cfm?code=workzone](http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/listing.cfm?code=workzone)

The Department also maintains this list at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf>

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 business days before beginning any

work using the devices or within 2 business days after the request if the devices are already in use.

**Category 3** temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 100 pounds or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria, as one unit with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at:

[http://www.dot.ca.gov/hq/esc/approved\\_products\\_list/](http://www.dot.ca.gov/hq/esc/approved_products_list/)

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the contract lump sum price paid for **Traffic Control System** and no additional compensation will be allowed therefor.

#### **10-1.10 TEMPORARY RAILING (TYPE K)**

This work consists of installing 100 LF of Temporary railing (Type K), as shown on the plans, as specified in the Standard Specifications, these Special Provisions and as directed by the Engineer.

Temporary Railing (Type K) shall be installed in conformance with the provisions in this section "Public Safety" and in Section 7-3.04, "Public Safety," of the Standard Specifications.

When temporary railing (Type K) are installed along the side of the roadway, the temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1-foot (0.3m) transverse to 10 feet (3m) longitudinally with respect to the edge of the traffic lane.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.20, "Type K Temporary Railing" of the 2015 Standard Specifications. Temporary railing (Type K) conforming to the details shown on 2015 Standard Plan T3A & T3B may be used.

Temporary railing (Type K) shall be new and shall be installed at locations as shown on the plans and as designated by the Engineer. The temporary railing is the property of the County and it will remain on site until removed by the County.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities of installing Temporary railing (Type K) safely and according to the details as shown on Standard Plan T3A & T3B. Temporary railing (Type K) shall include installation of concrete barrier delineation per the California MUTCD 2014, Figure 3F-105(CA) as determined by the Engineer.

Full compensation for furnishing all labor, materials, tools, concrete barrier delineation, equipment and incidentals, and for doing all the work involved in furnishing, placing, maintaining, relocating as necessary, and removing the temporary railing (Type K) and moving to new locations as directed by the Engineer shall be included in the contract lump sum price paid for **Traffic Control System** and no additional compensation will be allowed therefor.

#### **10-1.11 TEMPORARY DRIVEWAYS**

During construction and grading operations access to private property and local roads and pathways shall be maintained to limit inconvenience to the public and local residents.

Business activities such as mail, parcel and newspaper delivery shall be made available to residents along the portions of Phelan Road that are closed by construction by means of temporary ramps and driveways and construction scheduling that makes points of entry available. Emergency vehicle access shall be available at all times during construction.

Where driveways are removed an approved alternate driveway location shall be constructed at a location that has been approved by the Engineer. The surface and construction of the temporary driveway shall provide adequate for ingress and egress under all weather conditions that may be encountered during the construction. Driveway widths and grades shall meet County specifications for residential or commercial driveway. Security to the property shall be maintained at all times.

At locations where entry gates and fencing are affected by the temporary location of the driveway existing fencing and gates shall be removed and temporary fencing to provide access and maintain security shall be installed as directed by the Engineer.

Where mail boxes are located adjacent to the driveway the mail box shall be moved to a location convenient access by the residents. Upon completion of the driveway construction all temporary fence and gates shall be removed and new fencing and gate shall be installed as shown on the plans or as directed by the engineer. The temporary driveway shall be removed and the shoulder and slopes shall be constructed as shown on the plans. The temporary mailbox shall be reset to a permanent location according to Section 1-1.20 Reset Mailboxes of these Special Provisions.

The removed surfacing materials shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4) "Contractor-Property Owner Agreement", Section 14-10, "Solid Waste Disposal and Recycling", and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Full compensation for furnishing, erecting, grading, maintaining, paving, installing temporary fencing and gates, relocation of mailbox, and removal of pavement, temporary fencing, temporary gates and all work involved in providing "Temporary Driveways" shall be included as included in the **various contract items of work**, and no additional compensation will be allowed therefor.

#### **10-1.12 CLEARING AND GRUBBING**

Clearing and grubbing shall conform to the provisions in Section 17-2, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetation shall be trimmed, cleared and grubbed only within the excavation and embankment slope lines as shown on plans and as determined by the Engineer.

All other vegetation to be removed including stumps and trees having a main stem of less than six inches in diameter, shall be included in the lump sum price paid for Clearing and Grubbing and no additional compensation shall be allowed therefor.

All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations.

All activities controlled by the Contractor, except cleanup or other required work shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway as provided in Section 4-1.13, "Cleanup," of the Standard Specifications.

The contract lump sum price paid for **Clearing and Grubbing** shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in clearing and grubbing, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

### **10-1.13 WATERING**

Watering shall conform to the provisions in Section 4-6, "Watering," of the Standard Specifications.

The lump sum price paid for **Develop Water Supply** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in developing a sufficient supply of water and furnishing pipe lines or other necessary equipment to supply water to the water application equipment for all water required for the work, including work paid for as extra work.

Full compensation for the quantity of water used in the performance of the work, including work paid for as extra work will be considered as included in the lump sum price paid for **Develop Water Supply** and no separate payment will be made therefor.

No adjustment or compensation will be made for the lump sum item of Develop Water Supply for the increase or decrease in the quantity of water required, regardless of the reason for such increase or decrease. The provisions in Section 4-1.05 "Changes and Extra Work," shall not apply to the item of Develop Water Supply.

### **10-1.14 DUST CONTROL**

This work, Dust Control, shall consist of all operations necessary to control fugitive dust arising from construction operations, and due to any disturbance of natural ground covers resulting therefrom, in compliance with governing EPA and NPDES requirements and shall conform to the provisions in Section 10-5, "Dust Control," of the Standard Specifications and these Special Provisions.

The Contractor shall furnish adequate dust control measures as provided in Section 10-5, "Dust Control," of the Standard Specifications and these Special Provisions during normal non-work hours (e.g., nights, weekends, or holidays) encompassed within working days authorized in the contract and executed contract change orders, at no additional cost to the Department.

Additional dust control required during suspensions of work directed by the Engineer, for reasons stated in Section 8-1.06, "Suspensions" for which the Engineer authorizes extension of "Time of Completion" will be paid for as extra work as provided in Section 4-1.05. "Changes and Extra work," of the Standard Specifications

The Contractor is responsible for meeting and being in compliance with all of the requirements of the South Coast Air Quality Management District's (AQMD) "Rule 403, Fugitive Dust" including, but not limited to, those requirements pertaining to a Large Operation. In addition to the Contractor providing all required personnel and signage, the Contractor is required to provide all mandatory forms, correspondence and recordkeeping information directed to AQMD and provide copies of said items to the Engineer or his authorized representative in a timely manner. The Contractor shall also submit his proposed program and sign deal to meet the requirements of AQMD "Rule 403, Fugitive Dust" to the Engineer prior to the start of construction. Information on AQMD and "Rule 403, Fugitive Dust" can be found at <http://www.aqmd.ca.gov>. Should the County be fined due to failure of the contractor complying with Rule 403 requirements, the amount of any such fines will be withheld from payments due to the contractor.

Full compensation for conforming to the requirements of AQMD, including furnishing all labor, water, materials, tools, equipment and incidentals shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

#### **10-1.15 EXISTING FACILITIES**

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Facilities" of the Standard Specifications and these Special Provisions.

#### **10-1.16 FINISHING ROADWAY**

Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway," Section 4-1.13, "Cleanup" of the Standard Specifications, and these Special Provisions.

**Finishing Roadway** shall consist of the work necessary to accomplish final cleaning up. Such cleaning up shall involve the entire project, including intersecting streets and driveways, and all adjacent or nearby properties effected by the project or occupied by the Contractor during performance of the work.

Full compensation for conforming to the requirements of this section, including furnishing all labor, materials, tools, equipment and incidentals shall be considered as included in the contract lump sum price paid for **Finishing Roadway** and no additional compensation will be allowed therefor.

#### **10-1.17 EARTHWORK**

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

The No. 2 of first paragraph of Section 19-5.03B, "Relative Compaction (95 percent)," of the Standard Specifications is superseded by the following:

In addition, relative compaction of not less than 90 percent shall be obtained for the layer between 0.5' to 1.5' below the grading plane for the width of the pavement whether in excavation or in embankment.

Excavation and embankment shall be measured to the grading plane and shall not include excavation quantities covered by other bid items including asphalt removal, cold plane asphalt and/or concrete removal. Any work done to obtain the compaction requirements for the area or the areas below the grading plane, per Section 19-5.03 "Native Compaction (95 percent)" of the Standard Specifications, shall be the responsibility of the Contractor and payment for such shall be considered as included in the contract price paid per cubic yard for **Roadway Excavation** down to the grading plane only, and no additional compensation will be allowed therefore.

Cost for any earthwork (excavation or embankment and meeting the compaction requirements) involved for Drainage Ditch or Graded Drain, as shown on the plans, is included in the payment for **Roadway Excavation**.

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling" of the Standard Specifications.

The locations of driveways shown on the plans are approximate only; the exact locations will be determined by the Engineer.

Full compensation for removing, stockpiling, hauling, placing and/or disposing of the native material mix is included in the contract price paid per cubic yard for **Roadway Excavation** and no additional compensation will be allowed therefore.

Full compensation for saw cutting and removing existing surfacing shall be considered as included in the contract price paid per cubic yard for **Roadway Excavation** and no additional compensation will be allowed therefore.

#### **10-1.18 ASPHALT CONCRETE (RAP Optional)**

Asphalt concrete shall conform to the provisions in Section 39-2, "Hot Mix Asphalt" of the Standard Specifications and these Special Provisions.

The asphalt concrete shall conform to the following requirements:

1. Asphalt concrete shall be produced at a central mixing plant.

The aggregate for asphalt concrete shall conform to the (**Type A, 3/8-inch Aggregate Gradation**; and **Type A, 3/4-inch, Aggregate Gradation**) specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specifications.

The asphalt binder grade shall be **PG 64-28 PM** for asphalt concrete.

2. If the Contractor does not use RAP, the amount of asphalt binder to be mixed with the aggregate for Type A asphalt concrete will be determined by the Contractor and submitted to the Engineer for approval in accordance with California Test 367 (except Open Graded asphalt concrete) or California Test 368 for Open Graded asphalt concrete using the samples of aggregates furnished by the Contractor in conformance with Section 39-2.01A(4), "Quality Assurance," of the Standard Specifications.

5. If the Contractor uses RAP, the amount of asphalt binder to be mixed with the combined virgin aggregate and RAP will be determined by the Contractor and submitted to the Engineer for approval in accordance with California Test 367 amended by Lab Procedure-9 (LP-9). LP-9 is available at:

<http://www.dot.ca.gov/hq/esc/Translab/ormt/fpmlab.htm>

**Replace The First Paragraph of Section 39-2.01A(3)(d) “Test Results”, with:**

For mix design, JMF verification, production start-up, and each 10,000 tons, submit AASHTO T 283 and AASHTO T 324 (Modified) test results electronically to the Engineer.

**Add The Following as the First Paragraph of Section 39-2.01A(4)(b) “Job Mix Formula Verification”, with:**

At the Engineer’s sole discretion, the Engineer may choose to verify the full Job Mix Formula (JMF), or any portion thereof, or accept the Contractors submitted test results in lieu of verification testing in accordance with the following sections. In any case, this verification will serve the purposes of this project alone, and shall not be used for any other project.

**Remove the paragraphs of Section 39-2.01A(4)(b) “Job Mix Formula Verification”, as follows:**

Paragraph 9; which starts “You may adjust...”

Paragraph 10; which starts “For each HMA type...”

Paragraph 11; which starts “A verified JMF...”

**Replace Section 39-2.01A(4)(d) “Job Mix Formula Renewal”, with:**

**39-2.01A(4)(d) Reserved**

**Replace Section 39-2.01A(4)(e) “Job Mix Formula Modification”, with:**

**39-2.01A(4)(e) Reserved**

**Replace Section 39-2.01D “Payment” with:**

**39-2.01D Payment**

**Replace the second paragraph of Section 39-2.02A(1) “Summary”, as follows:**

You may, by written request separate from the Job Mix Formula (JMF) submittal, request the Engineer allow you to use a Warm Mix Asphalt (WMA) Technology.

**Remove the first paragraph and table of Section 39-2.02B(4)(b) “Aggregate Gradations”.**

**Remove the second paragraph and table of Section 39-2.02C “Aggregate Gradations”.**

A prime/tack coat is required:

- a. Prime Coat shall be applied to the base prior to placing the Hot Mix Asphalt. Prime Coat shall be e-prime or approved equal and will be spread at a rate of 0.15 to 0.35 gal/sy, as directed by the Engineer.
- b. Tack coat shall be applied to existing pavement including planed surfaces, between layers of HMA and vertical surfaces of curbs, gutters, and construction joints. Tack coat must comply with the specifications for asphaltic emulsion in 2015 Caltrans Standard Specifications Section 94, "Asphaltic Emulsion," or asphalt binder in Section 92, "Asphalt Binders."

The price paid for asphalt concrete shall include all costs for prime or tack coat(s) applied to all edges and between layers of asphalt concrete paving or overlay.

**Attention is directed to sections, "Asphalt Rubber Seal Coat" and "Traffic Control System" of these Special Provisions.**

**Replace Section 39-2.02D "Payment" with:**

Quantities of asphalt concrete with/without RAP, will be paid for at the contract price per ton for **Asphalt Concrete (Type A, 3/8")**; and **Asphalt Concrete (Type A, 3/4")** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

**10-1.19 AGGREGATE BASE**

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

**Aggregate Base (Class 2) shall be optional.**

Contractor's attention is directed to section "Cold Planed Asphalt Concrete Pavement" elsewhere in these Special Provisions.

**The cold planed asphalt material may be substituted for Class 2 aggregate base.** Cold planed asphalt material shall meet the grading and quality requirements for Class 2 aggregate base. Cold planed asphalt material may be used up to 100 percent of the total volume of the aggregate base, under Section 26, "Aggregate Bases," of the Standard Specifications.

The contract price paid per cubic yard for **Aggregate Base (Class 2)** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary for aggregate base, complete in place, and no additional compensation will be allowed therefor.

**10-1.20 PLACE ASPHALT CONCRETE DIKE**

Asphalt Concrete placed in dikes shall conform to the provisions in Section 39-2, "Hot Mix Asphalt," of the Standard Specifications and these special provisions.

Aggregate for asphalt concrete dikes shall conform to the 3/8 inch aggregate gradation.

The amount of asphalt binder shall be increased one percent by weight of the aggregate over the amount of asphalt binder determined to be optimum for the aggregates furnished by the Contractor, when tested in conformance with California Test 367.

Asphalt binder grade for Asphalt Concrete Dike shall be **PG 70-10**.

The HMA used to construct the dike is paid separately and included under Asphalt Concrete (Type A, 3/8").

The contract price paid per linear foot for **Place Asphalt Concrete (Traversable Dike)** shall include full compensation for furnishing all labor, tools, equipment and incidentals and for doing all the work involved in placing asphalt concrete dike, as shown on the plans as specified in the Standard Specifications and these provisions.

#### **10-1.21 PLACE ASPHALT CONCRETE (CUT-OFF WALLS, DRIVEWAYS & MISCELLANEOUS AREAS)**

Asphalt Concrete placed in Cut-off Walls, Driveways and Miscellaneous Areas shall conform to the provisions in Section 39, "Hot Mix Asphalt," of the Standard Specifications and these Special Provisions.

Aggregate for asphalt driveways, walkways and miscellaneous areas shall conform to the 3/8 inch aggregate gradation as specified in Section 39-1.02(4)(b), "Aggregate Gradations," of the Standard Specifications and the amount of asphalt binder shall be increased one percent by weight of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

Asphalt binder grade for cut-off walls, driveways and miscellaneous areas shall be **PG 70-10**.

The HMA used to construct the cut-off walls, driveways and miscellaneous areas is paid separately and included under Asphalt Concrete (Type A, 3/8").

The miscellaneous areas to be paid for at the contract price per square yard for **Place Asphalt Concrete (Driveways & Miscellaneous Areas)** in addition to the prices paid for the materials involved shall be limited to the 0.25' thick asphalt Driveway Approaches and Walkways.

The miscellaneous areas to be paid for at the contract price per square yard for **Place Asphalt Concrete (Cut-off Walls)** in addition to the prices paid for the materials involved shall be limited to the 0.50' thick asphalt for Cut-off Walls.

#### **10-1.22 PLACE GRAVEL (DRIVEWAY & MISCELLANEOUS AREAS)**

Gravel placed in Driveways and Miscellaneous Areas shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions.

The gravel material used for driveway and miscellaneous areas is paid separately and included under Aggregate Base (Class 2).

The driveway and miscellaneous areas to be paid for at the contract price per square yard for **Place Gravel (Driveway and Miscellaneous Areas)** in addition to the prices paid for the materials involved shall be limited to the 0.50' thick gravel for driveway approaches and miscellaneous areas.

### **10-1.23 MISCELLANEOUS CONCRETE CONSTRUCTION**

Concrete driveway shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications.

The concrete in the driveway shall be of **Minor Concrete**.

Section 73-1.03B, "Sub Grade Preparation," of the Standard Specifications is superseded by the following:

Relative compaction of not less than 95 percent shall be obtained for a minimum depth of 0.50-foot below the grading plane for the width of the traveled way. Where the driveway is to be constructed, the subgrade material shall be compacted to a relative compaction of not less than 90 percent for a minimum depth of 0.50-foot below the grading plane.

After compaction and grading, the sub grade shall be firm, hard and nonyielding.

Non-Pigmented curing compound shall be used on exposed concrete surfaces other than curb and gutter.

The contract price paid per cubic yard for **Minor Concrete (Driveway)** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, including excavation, backfill, sawcut, reinforcing welds, wire mesh, reinforcing steel bars as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

### **10-1.24 REMOVE CHAIN LINK FENCING**

This work shall consist of removal and disposal of existing fences as shown on the plans, and as designated by the Engineer and shall conform to the provisions in Sections 15, "Existing Facilities," and Section 17-2, "Clearing and Grubbing" of the Standard Specifications and these Special Provisions.

The Contractor shall verify, determine, evaluate and inspect thoroughly all fencing to be removed and disposed of, relocated and protected-in-place as shown on the plan.

As directed by the Engineer, all existing fence that should remain in place shall be protected in place. Any damages thereof due to negligence of the Contractor during the operation shall be repaired or replaced in kind immediately at his own expense.

The Contractor shall perform his activities in such manner that safety and security is maintained at all times. The Contractor shall, if necessary, provide temporary fencing similar to the existing fences and gates that are to be removed which shall remain in place until the new fencing is installed.

As directed by the Engineer, existing fence as called out or shown on the plan shall be removed. However, fence which to remain in place, may be temporarily removed and reconstructed where necessary for construction. Where fences are removed, tension shall be maintained in the portions that remain. Removed fences that are not to be reconstructed shall be disposed of. Fences that need to be removed which extends to the next post shall be removed and disposed of; payments, however, shall be included in the various items of work and no additional compensation shall be allowed therefor.

The voids left by removal of fence post footings shall be backfilled with material free from any deleterious material and compacted to 95% of maximum density.

Removed fence including their footings shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

The contract price paid per linear foot for **Remove Existing Fence (Type CL-5 & CL-6)** shall include full compensation for furnishing all labor, materials, tools, equipment, temporary fencing, temporary gates and incidentals, and for doing all the work involved in removing and disposing fences including its footing as shown on the plans and as specified in the Standard Specifications and these Special Provisions, and as determined by the Engineer.

### **10-1.25 REMOVE ASPHALT CONCRETE SURFACING**

This work shall consist of removing existing bituminous surfacing including asphalt concrete dikes and over-side drains within the limits shown on the plans and marked in the field by the Engineer, and shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

Existing bituminous surfacing shown on the plans shall be removed to a depth of approximately 0.625' full depth asphalt. Resulting holes and depressions shall be backfilled to the lines and grades established by the Engineer with native material selected from excavation.

The removed surfacing materials shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement", Section 14-10, "Solid Waste Disposal and Recycling", and Section 14-11 "Hazardous Waste and Contamination" of the Standard Specifications.

Existing asphalt surfacing shall be saw cut to a neat, true line and removed where shown on the plans. The locations of cut lines shown on the plans are approximate only; the exact locations will be determined by the Engineer. The outline of the surfacing to be removed shall be cut with a power driven saw to a depth of not less than 0.15-foot before removing the surfacing. Surfacing shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer. The damaged pavement shall be removed and replaced with new asphalt concrete as ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

The contract price paid per square yard for **Remove Asphalt Concrete Surfacing** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in saw cutting and removing asphalt concrete surfacing including hauling and disposing of surfacing outside the highway right of way or hauling and replacing surfacing in embankments, as shown on the plans, as specified in the Standard Specifications and these Special Provisions.

### **10-1.26 REMOVE CONCRETE DRIVEWAY**

Removing concrete shall conform to the provisions in Section 15, "Existing Facilities," Section 17-2, "Clearing and Grubbing," and Section 19-1.03D, "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be saw cut in a neat, true line to a minimum of 0.17 foot before concrete is removed. The locations of the cut lines shown on the plans are approximate only. The exact location will be determined by the Engineer.

Removed concrete shall be disposed of in accordance with the provision in Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved for concrete driveway removal shall be included in the contract price paid per square yard for **Remove Concrete Driveway** and no additional compensation will be allowed therefor.

### **10-1.27 REMOVE ROADSIDE SIGN**

This work shall consist of removing and disposing of roadside signs shown on the plans and shall conform to the provisions of Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

The contract unit price paid for **Remove Roadside Sign** shall include furnishing all labor, materials, tools, equipment and incidentals and for doing all the work necessary as shown on the plans, and as specified in the Standard Specifications and these Special Provisions. It shall be the responsibility of the Contractor to properly and legally dispose of materials in a manner consistent with County standards. All costs associated with disposal shall be included in the bid price for this item.

### **10-1.28 REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS**

This work shall consist of the removal and disposal of existing or temporary traffic stripes, pavement markings, pavement markers, etc., in preparation for either the application of temporary delineation for public traffic or the application of permanent delineation as specified in the contract documents, and shall conform to the provisions of Section 84-9, "Existing Markings," of the Standard Specifications and these Special Provisions.

Traffic stripe and pavement marking removal is not required in areas where the asphalt concrete pavement will be cold planed. Traffic striping and pavement marking removal shall be required in the areas where the striping transitions before and after the limits of cold planning on existing asphalt pavement and asphalt concrete overlay. Traffic stripe and pavement marking removal shall be by sandblasting or grinding.

The method of removal of traffic stripes and pavement markings shall result in complete removal to the extent that changing light conditions and/or wet pavement conditions shall not produce an image of the removed device. The Contractor shall extend grinding or sandblasting, beyond the edges of the stripes or markings being removed, sufficiently to eliminate such imaging. The Contractor has the option of applying a bituminous "fog seal" to supplement removal efforts in order to eliminate "ghost" images. Additional work necessary to

achieve the aforesaid effectiveness of removal shall be considered as compensated by the prices paid (in accordance with the applicable provisions for measurement and payment) for **Remove Traffic Stripes and Pavement Markings** and no additional payment will be made therefor. Units of measure for payment for removal of stripes and pavement markings shall be based on the physical dimensions of the device being removed, prior to removal. Removal of temporary traffic delineation shall conform to the procedural provisions of this section, Section 12-6, "Temporary Pavement Delineation," and Section 15, "Existing Facilities," of the Standard Specifications.

Where blast cleaning is used for the removal of painted traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within 10 feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by vacuum attachment operating concurrently with the blast cleaning operation.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications shall not apply to the item of **Remove Traffic Stripes and Pavement Markings**.

The contract price paid per linear foot for **Remove Traffic Stripes** shall include furnishing labor, materials, tools, equipment and incidentals, and for doing all work necessary to remove existing pavement delineation as shown on the plans, necessary to adapt temporary delineation to remaining existing, and as specified in the Standard Specifications and these Special Provisions. Costs to remove temporary delineation in conjunction with changes in traffic patterns necessary to complete the specified construction shall be considered as included in the various contract items related to such work, and no additional payment will be made under **Remove Traffic Stripes**.

#### **10-1.29 REMOVE DELINEATOR, CHANNELIZER OR OBJECT MARKER**

This work shall consist of removing and disposing of delineator, channelizer, or object marker where shown on the plans and shall conform to the provisions of Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

The contract unit price paid for **Remove Delineator, Channelizer or Object Marker** shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as shown on the plans, and as specified in the Standard Specifications and these Special Provisions. It shall be the responsibility of the Contractor to properly and legally dispose of materials in a manner consistent with County standards. All costs associated with disposal shall be included in the bid price for this item.

#### **10-1.30 REMOVE TREE AND TREE STUMP**

This work shall consist of removing and disposing of tree and tree stumps, grinding of stumps and removing roots, as identified on the plans for removal and shall conform to the provisions in Section 17-2, "Clearing and Grubbing," of the Standard Specifications and these Special Provisions.

Trees and tree stumps are defined as having a main stem of six inches in diameter or more. A tree with multiple stems shall be measured and paid for as one (1) tree. Any trees less than six (6) inches in diameter shall be paid for under Clearing and Grubbing.

All trees, tree stumps as shown on the plans, shall be cut, stumps grinded, roots removed, and shall be disposed of outside the highway right of way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling" of the Standard Specifications.

The tree removal work must be done by a licensed Timber Operator (Type A or B) who must file or have on file a fire resources inventory or Fire Plan with the California Department of Forestry and Fire Protection. A Timber Operator's license is not required if proof is furnished that the trees will be disposed of at a sanitary landfill site or given away. For specific information and additional information, contact the California Department of Forestry and Fire Protection website: <https://www.fire.ca.gov>.

Removal of trees, multi-tree or tree stumps shall include removal of stumps and roots 2-inches or larger size in diameter to a minimum of 12 inches below finish grade. Contractor shall remove tree roots within six (6) feet of the stump except within one (1) foot from the edge of curb, sidewalk or pavement. Holes resulting from stump removal shall be backfilled to finish grade with earthy material obtained from adjacent areas.

The roots shall be removed in such a way to prevent damage to underground facilities. Any damages, repair or replacement thereof shall be borne exclusively by the Contractor at no cost to the County. The voids left by removal of trees and stumps shall be backfilled with material free from any deleterious material and compacted to 95% of maximum density.

At no cost to the County, Contractor shall borne the expenses should there be any other trees, multi-trees, tree stump or downed stump/tree found within the project limits and not shown on the plan which is necessary to be removed and disposed of outside the highway right of way to clear construction as directed by the Engineer.

Full compensation for complying with all the requirements of the California Department of the Forestry, County and Local Fire agencies, and County and Local forestry management agencies shall be considered as included in the contract price paid for each Remove Tree and no additional compensation will be allowed therefore.

The contract price paid for **Remove Trees and Tree Stump** shall include furnishing all labor, materials, tools, equipment and incidentals, including backfill soil, and for doing all the work involved in cutting, grinding, removing, and disposing of the tree(s) and tree stumps and roots, as directed by the Engineer and as specified in the Standard Specifications and these Special Provisions.

#### **10-15. REMOVE FIBER OPTICS CONDUIT AND CONCRETE ENCASUREMENT**

Removing the fiber optics conduit and concrete encasement shall conform to the provisions in Section 15, "Existing Facilities," Section 17-2, "Clearing and Grubbing," and Section 19-1.03D, "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

The existing fiber optics conduit and concrete encasement was abandoned in place by Frontier Communications. Contractor shall locate the conduit and encasement that runs parallel to the edge of the north edge of pavement of Phelan Road, it crosses the alignment of Sonora Road

at approximately Station 80+50. It is the Contractor's responsibility to locate the abandoned line and remove the conduit and encasement within the limits of construction. If necessary the entire section of conduit and encasement can be removed. The exact limits will be determined by the Engineer.

Removed fiber optics conduit and concrete encasement shall be disposed of in accordance with the provision in Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved for removing the fiber optics conduit and concrete encasement shall be considered as included in the **various contract items of work** and no additional compensation will be allowed therefor.

### **10-1.32 CHAIN LINK FENCE**

Chain link fence shall be **Type CL-5** and **Type CL-6** as shown on the plan shall conform to the provisions in Section 80, "Fences," of the Standard Specifications, these Special Provisions and as directed by the Engineer.

The shape of all line, end, corner post, top rail and braces shall be round.

Where new chain link fence meets existing chain link fence at an existing post, they shall be connected. If an existing post is not found, a new post shall be provided.

Top rail shall be provided.

The exact location for constructing new fence as shown on the plan and as determined by the Engineer.

Full compensation for furnishing labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing chain link fence, top rail, posts, supporting arms and barbed wire shall be considered as included in the contract price per linear foot paid for **Chain Link Fence (Type CL-5)** and **Chain Link Fence (Type CL-6)** and no additional compensation will be allowed therefor.

### **10-1.33 RELOCATE EXISTING GATE**

The driveway for the residence at 6845 Phelan Road shall be rebuilt as part of this project. The existing **28' Rolling Wrought Iron Gate (Type WI-7) at 6845 Phelan Road** shall be relocated. The contractor shall be responsible for the removal, salvaging, and reinstalling existing gate.

At Sta. 55.43, the existing 28' Rolling Wrought Iron Gate (Type WI-7) shall be relocated to the new and exact location, as shown on the plans and as directed by the Engineer.

The Contractor shall conform to the plan, profile, details as shown on the plans and as directed by the Engineer for the re-installation of said 28' Rolling Wrought Iron Gate (Type WI-7).

The Contractor shall exercise care when removing the gate and all foundations, mounting hardware, and rolling components. The contractor shall inspect all the gate and hardware to determine, during his salvaging, what components must be replaced and what can be salvaged and reused. The salvaged and new fence components shall be reconstructed complete in place at the location shown on the plans and directed by the Engineer. The gate shall be installed to accommodate the installation of the new 6' Chain Link Fence that will be installed as shown on the plans so that upon completion security will be maintained and the

operation of the gate can be performed as it was originally designed. The Contractor shall be responsible for removing, inspecting, salvaging, repairing, obtaining new components, painting to match original fence and attachment hardware color so that the original 28' Rolling Wrought Iron Gate (Type WI-7) will function and have a pleasing appearance and performing all other tasks in completing the work. Any damages thereof shall be repaired or replaced-in-kind immediately. Any and all expenses shall be borne by the Contractor.

The contract unit price paid for **Relocate 28'± Rolling Wrought Iron Gate (Type WI-7)** shall include full compensation for furnishing labor, materials, tools, equipment, and incidentals and for doing all the work involved in relocating 28'± Rolling Wrought Iron Fence Gate (Type WI-7) complete in place, including necessary modification, if required, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as determined by the Engineer.

### **10-1.34 RESET MAILBOXES**

This work shall consist of removing, salvaging, maintaining function in temporary locations, and repairing and resetting of existing letter and newspaper boxes as shown on the plans, conforming to applicable subsections of Section 15-1.01, "Existing Facilities," of the Standard Specifications and these Special Provisions. For the purpose of this section, letterboxes and newspaper boxes shall be defined as existing facilities. Temporary facilities in support of the work specified herein shall conform to the provisions in Section 15-1.01, "General," section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

During construction operations, the mailboxes shall be moved as necessary to clear the way for the Contractor's operations, but at all times shall be accessible for delivery. During construction the mailboxes shall either be installed on posts set in the ground or they may be installed on temporary supports approved by the Engineer.

The space around the temporary posts shall be backfilled with native soil. The backfill material shall be placed in layers approximately 0.33-foot thick and each layer shall be moistened and thoroughly compacted.

When construction is complete the mailboxes shall be installed in final position on new redwood posts.

The mailbox shall be reset and concreted in place as shown on Special Drawings SD 1 or SD 2.

Redwood posts shall conform to the requirements for signposts in Section 82-3.02C, "Wood Posts," of the Standard Specifications.

Existing posts and mounts shall be disposed of.

Groups of mailboxes on single-post or multi-post supports shall be provided with a redwood post supporting cross member on or between posts.

A multiple-box installation shall consist of two or more boxes installed on a single post. Each multiple-box installation shall be considered as two or more units for payment purposes.

Existing metal or iron letter and newspaper box posts shall be salvaged and reused. Permanent installation shall be in a buried concrete anchor of minor concrete or commercially available posthole concrete not less than 1.0 foot in diameter and 1.5 feet in depth from the finished ground surface. Soil surrounding each post anchor shall be compacted consistent

with contract requirements for the area. Resetting of metal or iron posts shall be considered as included in the contract price paid for Reset Mailboxes, and no additional compensation will be allowed therefor.

The contract unit price paid for **Reset Mailbox** shall include furnishing all labor, materials (including posts, planks, fasteners, and hardware), tools, equipment and incidentals, and for doing all the work to remove, maintain function in temporary locations during construction and reset letterboxes and newspaper boxes and dispose of excess and unsuitable components, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

### **10-1.35 ROADSIDE SIGN**

Roadside signs shall be installed at the locations shown on the plans or when directed by the Engineer, and shall conform to the provisions in Section 82-3, "Roadside Signs," of the Standard Specifications and these Special Provisions.

Metal posts shall be furnished and installed as shown on California 2014 CD Figure 2A-2(CA) and County Std. Dwg. 303b (with the exception of posts for street name markers). Anchor sleeves shall be driven into the ground to the depth shown on the aforementioned Std. Dwg. Driving equipment that damages the anchor sleeves shall not be used.

Portions of existing sidewalks shall be saw cut, removed and reconstructed with blockouts for roadside sign posts. Blockouts shall extend 2" + outside the perimeter of the posts. Posts shall be concreted in place afterwards.

Attention is directed to Section, "Remove Concrete," in these Special Provisions.

Roadside signs shall conform to the latest Uniform Sign Chart of the State of California Department of Transportation.

The contract unit price paid for **Roadside Sign (Metal Post)** shall include full compensation for furnishing all labor, materials (including metal posts) tools, equipment and incidentals, and for doing all work involved in furnishing and installing roadside signs, complete in place, including the installation of sign panels, as shown on the plans and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

### **10-1.36 PORTABLE CHANGEABLE MESSAGE SIGNS**

Portable Changeable Message Signs shall conform to the provisions in Sections 12-3.32 "Portable Changeable Message Signs" of the Standard Specifications.

This work shall consist of furnishing, placing, maintaining, relocating as necessary, and removing Portable Changeable Message Signs (PCMS). The purpose of the PCMS is to provide drivers along Phelan Road with advanced warning of the project and to provide the drivers with up to date information on the traffic conditions during construction. Contractor shall coordinate the placement of the PCMSs and the information shown on the signs with the Engineer.

The PCMS shall be installed as a first order of work and shall occur two (2) week prior to the start of construction. Contractor shall provide a minimum of four (2) message signs.

The contractor shall be responsible for obtaining all permits from other jurisdictions to place signs outside of the County road right-of-way.

Contractor's attention is directed to the Section entitled, "Permits," elsewhere in the Special Provisions.

The location of the PCMS shall be determined by the Contractor in accordance with the specifications herein for review and approval by the Engineer. The signs shall be maintained and relocated if necessary as determined by the Engineer during construction. Recommended locations for the message boards are:

**On Phelan Road:**

- **Westbound Phelan Road.**
- **Eastbound Phelan Road.**

If the Engineer determines that additional PCMS are necessary, they will be installed by the Contractor at no additional cost to the County.

Location of the temporary traffic controls (regulatory, warning and guide signs) have a higher priority than the PCMS. The PCMS shall be placed where they can be easily identified with the corresponding project. If the placement of PCMS conflicts with the newly installed higher priority signs, such as the temporary traffic control devices or other priority devices, the PCMS shall be relocated by the Contractor at no extra cost to the County.

Due to public safety concerns, the PCMS shall not be allowed at the following locations:

- a) On the front, back, adjacent to or around any traffic control device, including traffic signs, traffic control devices, posts or structures, and
- b) At key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions. These locations include but are not limited to, stop or yield signs, and areas of limited sight distances.

PCMS shall be removed at the completion of the project.

The contract unit price paid for **Portable Changeable Message Sign** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing, placing, maintaining, relocating as necessary, and removing PCMS, as specified in the Standard Specification and these Special Provisions.

**10-1.37 MARKERS AND DELINEATORS/CHANNELIZERS**

Markers and Delineators shall conform to the provisions in Section 82-5, "Markers" and Section 81-2, "Delineators" of the Standard Specifications and in these Special Provisions.

Markers and delineators on flexible posts shall be as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects, which affect appearance or serviceability.

Reflective sheeting for metal and flexible target plates shall be Type VII reflective sheet as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions.

The contract unit price paid for **Delineator – Class 1(Type F), Object Marker – Type L-1(CA)(OM2-2V), Object Marker – Type P(CA)(OM-3R), Object Marker – Type N-1(CA)(OM1-3)** shall include full compensation for furnishing all labor, materials (including metal posts) tools, equipment and incidentals, and for doing all work involved in furnishing and installing **Delineator – Class 1(Type F), Object Marker – Type L-1(CA)(OM2-2V), Object Marker – Type P(CA)(OM-3R), Object Marker – Type N-1(CA)(OM1-3)**, complete in place as shown on the plans and as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.38 PAINT TRAFFIC STRIPES & PAVEMENT MARKINGS**

Materials and application for painted traffic stripes (traffic lines) and pavement markings shall conform to the provisions of paint traffic stripes in Section 84-3, "Traffic Stripes and Pavement Markings," of the Standard Specifications.

Traffic stripes and pavement markings shall be white or yellow to match the color of the existing markings as shown on the plans and/or as determined by the Engineer.

Traffic stripes and pavement markings shall be painted as shown on the plans and/or as determined by the Engineer.

The contract prices paid per linear foot for **Paint 6" wide Traffic Stripe (2-Coat), Paint 8" wide Traffic Stripe (2-Coat), and Paint 6" wide Double Yellow Traffic Stripe (2-Coat)** and per square foot for **Paint Pavement Marking (2-coat)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paint stripes and pavement markings, complete in place, including establishing alignment for stripes and layout work, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

#### **10-1.39 PAVEMENT MARKERS**

Pavement markers shall conform to the provisions in Section 81-3, "Pavement Markers," of the Standard Specifications and these Special Provisions.

The Contractor shall install two-way blue retroreflective markers in accordance with Section 81-3 of the Standard Specifications.

Location of the blue retroreflective pavement markers shall be as shown on California MUTCD 2014 Figure 3B-102 (CA), "Examples of Fire Hydrant Location Pavement Markers," included within these Special Provisions and as directed by the Engineer.

The Contractor shall install Type D two way yellow and Type G one-way clear retroreflective markers as specified on plans.

Full compensation for furnishing and placing pavement markers shall be considered as included in the contract prices paid for **Pavement Marker (Retroreflective – Type D and G)** and no additional compensation will be allowed therefor.

Full compensation for furnishing and placing blue pavement markers shall be considered as included in the contract prices paid for **Pavement Marker (Retroreflective - Blue)** and no additional compensation will be allowed therefor.

#### **10-1.40 SURVEY MONUMENTS**

Attention is directed to Section 78-2, "Survey Monuments", of the Standard Specifications and these Special Provisions.

The Contractor shall request the County Surveyor to conduct a monument review survey at least two (2) weeks prior to the start of construction to facilitate preservation of existing survey monumentation.

The County Surveyor will provide the contractor with locations of survey monuments prior to paving and will file the required pre-construction documentation. Monuments not disturbed or destroyed during normal construction activities which are within 0.20' of the existing surface prior to construction shall be left exposed at the completion of the paving project. The contractor shall install self-adhesive "I.D. locators", or equivalent markers approved by the engineer, over monuments prior to paving and remove the markers at the completion of the paving.

The County Surveyor will reset or replace any survey monumentation located by the pre-construction survey which is destroyed or disturbed by normal construction activities associated with the project, and file the required documentation.

The Contractor shall preserve and protect in place any established survey monumentation, when it is possible to do so. In areas of pavement removal where monuments are disturbed or damaged during construction, and the monuments have been located and referenced by a pre-construction survey, the contractor shall remove the damaged monument in its entirety prior to paving. Monuments not disturbed or damaged by construction activities may be left in place.

If any survey monumentation is disturbed or destroyed through negligence of the contractor, or by reason of the contractor's failure to conform to requirements of this section, the survey monumentation shall be replaced or restored by the County Surveyor at the Contractor's expense.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the **various items of work** and no additional compensation will be allowed therefor.

#### **10-1.41 ENVIRONMENTAL MITIGATION MEASURES**

#### **GENERAL CONDITIONS**

1. All work, including equipment staging, will remain on disturbed areas. No new work outside disturbed areas or existing rights-of-way will be performed without further environmental evaluation.
2. Standard best management practices shall be implemented during all maintenance activities, especially those pertaining to dust control, erosion control, and storm water pollution prevention. If equipment is parked overnight then a drip pan, or some other form of protection shall be placed under the vehicle in order to contain any drips, leaks, and/or spills. All fuel and other trash generated on the worksite shall be removed from the site daily. Please contact EMD at (909) 387-8109 with any questions.

## **BIOLOGICAL RESOURCE CONDITIONS**

To avoid impacts to any nesting migratory birds, project activities shall be conducted outside of bird nesting season (March 1 through August 31). If the maintenance project is scheduled during the nesting season, pre-construction nest survey(s) are required to ensure that impacts to nesting birds are avoided. The last survey is to be conducted within three days prior to the start of work. If occupied nests are observed within the project area, the qualified biologist shall flag off the area(s) supporting bird nest(s) to provide a buffer (size of buffer will be dependent of the species found to be nesting at the discretion of the biologist), between the nest(s) and limits of maintenance. The biologist shall provide appropriate recommendations to ensure that no "take" results from the subject's maintenance activities in the vicinity of flagged nest(s). If the surveys are negative maintenance activities can proceed as proposed. Please contact EMD at (909) 387-8109 to schedule pre-construction nest surveys.

## **CULTURAL RESOURCE CONDITIONS**

1. Should prehistoric or historic archaeological resources be encountered during construction, the evaluation of any such resources should proceed in accordance with all appropriate federal, state, and local guidelines. Specifically, all work must be stopped in the immediate vicinity of the cultural resource found until a qualified archaeologist can assess the significance of the resource. If a cultural resource find is made notify EMD at (909) 387-8109.
2. If human remains are encountered during construction, then the San Bernardino County Coroner's Office must be contacted in accordance with state law within 24 hours of the find and all work should be stopped until clearance is given by that office and any other involved agencies. The Coroner's Office may be contacted at the Coroner's Division, County of San Bernardino, 175 S. Lima Road, San Bernardino, CA. Tel: (909) 387-2978.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the **various items of work** involved and no additional compensation will be allowed therefor, except as follows:

If there is a delay in the Contractor's controlling operation, as determined by the Engineer, compensation will be made to the Contractor and will be calculated in accordance with Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

**10-1.42 COORDINATION**

At a minimum the Contractor shall coordinate the construction activities two (2) weeks in advance prior to construction with cities, agencies, and schools below to minimize conflicts with their schedule:

Entity	Types of Conflict	Hours of Conflict	Contact	Phone Number/ E-mail/ Webs.
<b>Snowline District Office</b> 4075 Nielson Road Phelan, CA 92371	Bus schedule	7:00 a.m. to 4:30 p.m.		(760) 868-5817 Office Hours: 7:30AM - 4:00 PM M-F
<b>Serrano High School</b> 9292 Sheep Creek Rd. Phelan, CA 92329	Bus schedule	7:00 a.m. to 4:30 p.m.		(760) 868-3222 (760) 868-3222 (760) 868-3224 Office Hours: 7:00AM - 1:47PM M-F
<b>Piñon Mesa Middle School</b> 9298 Sheep Creek Rd. Phelan, CA 92329	Bus schedule	7:00 a.m. to 4:30 p.m.		(760) 868-2626 Office Hours: 7:45AM - 4:15 PM M-F
<b>Baldy Mesa Elementary School</b> 10376 Baldy Mesa Rd. Phelan, CA 92371	Bus schedule	7:00 a.m. to 4:30 p.m.		(760) 868-2500
<b>Quail Valley Middle School</b> 10058 Arrowhead Rd. Phelan, CA 92371	Bus schedule	7:00 a.m. to 4:30 p.m.		(760) 868-2623
<b>Snowline JUSD Transportation Dept.</b> 9558 Wilson Ranch Rd. Phelan, CA 92329	Bus schedule	7:00 a.m. to 4:30 p.m.		(760) 686-6739

It is the Contractor's responsibility to verify the schedules of the above mentioned entities to ensure that no conflicts occur with their daily schedules and that the project improvements should either be completed, or the work should be postponed until such a time the work can be completed in its entirety.

Additional contact information of other agencies may be provided to the Contractor during the pre-construction meeting.

Full compensation for conforming to the requirements of this section shall be considered as included in various contract items and no additional compensation will be allowed thereto.

**10-1.43 COLD PLANE ASPHALT CONCRETE**

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions indicated on the plans and shall conform to the following provisions.

This work shall consist of cold planing existing bituminous surfacing within the limits shown on the plans and set in the field by the Engineer, and shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

The provisions of Section 42-3, "Grinding", of the Standard Specifications shall not apply.

Planing asphalt concrete shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method. Cold planing machines shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

Cold planing machines shall be operated so as not to produce fumes or smoke. Cold planing machines shall be capable of producing a planed surface with no grooves greater than 1/8-inch in width and 3/16-inch in depth, and shall be operated at a speed and in a manner to produce such a surface. The noise level produced by the combined planing operation shall not exceed 86 dBA at a distance of 50 feet at right angles to the direction of travel.

The depth, width and shape of the cut shall be as indicated in these special provisions and on the typical cross sections. Planing shall be performed in a manner to produce a straight cross slope between a minimum 0.08-foot depth of cut at the centerline established by the Engineer and a minimum 0.08-foot depth of cut at the outside edge as dimensioned on the typical cross-section. Areas between these boundaries, where the existing surface is below this specified plane (i.e., transversely bridged by the planer) shall not be planed. At conform lines (meet lines at intersections), transverse cuts shall be made to a minimum of 0.08-foot below the existing surface. The outside lines of the paved area shall be neat and uniform. Following the planing operations, a drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

Where utility access fixtures exist within the area to be planed, these shall be protected from damage. At manhole locations a rectangular pattern of planer cuts shall be performed (prior to through planing) to a depth of not less than 0.10-foot and no closer than 1 foot from the outside of the manhole frame. These shall be extended far enough to allow meeting the minimum specified depth of cut with the through planing operation. At the Contractor's option and sole expense, the Contractor may arrange with the utility owners to lower manhole frames and covers to clear planing operations. The Contractor shall lower valve covers, as needed, to clear planing operations.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines.

Where transverse joints are planed in the pavement at conform lines, no drop-off greater than 0.15-foot shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of the existing pavement before the pavement is to be opened to public traffic, a temporary asphalt concrete transition shall be constructed. Asphalt concrete for a temporary transition shall be placed to the level of the existing pavement and tapered on a slope of 30:1 or flatter to the level of the planed area.

Asphalt concrete for temporary transitions shall be commercial quality "hot" or "cold" mix and shall be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete transitions shall be completely removed, including the removal of loose material from the underlying surface, before commencing subsequent restoration or

paving operations. Such removed material shall be disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Agreement", Section 14-10, "Solid Waste Disposal and Recycling", and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

The material planed from the roadway surface, including material deposited in existing or improved gutters or on the adjacent traveled way, shall be removed and disposed of outside the highway right of way in accordance with the provisions in section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications. Removal of the cold planed material shall be concurrent with the planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

In order to preserve the structural integrity of the road, public safety and convenience, the Contractor shall overlay all feathered, milled or cold planed areas or sections of the road immediately within seven (7) working days, as shown on the plans, or as directed by the Engineer.

Cold plane asphalt concrete will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the specified depth of cut. Low areas in existing pavement bridged by the cold planer when adjacent cuts meet the specified minimum depth, will not be deducted from the measured areas.

The contract price paid per square yard for **Cold Plane Asphalt Concrete** shall include full compensation for furnishing all labor, materials including asphalt concrete for temporary transitions, tools, equipment and incidentals and for doing all the work involved in cold planing and disposing of planed material and constructing, maintaining, removing and disposing of temporary transitions, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The existing pavement has been coring at various intersections along Phelan Road. The coring operation is tabulated below. It is the contractor's responsibility to verify existing depths of pavement and to make their own assumptions of pavement thickness for bidding purposes.

## AC CORING AND SOIL SAMPLING LOCATIONS

Project: Phelan Road		Yard: 11		Date: December 9, 2019			
County/City: SB County						Bubble Name: Yard11_PHN-2	
Project Limits: Beekley Rd East to Los Baños Ave		ADT: 9,004					
TI: 9.0 (10 Year), 0.5 (5 Year), 10.0 (20 Year). (2019)							
Project Lengths (ft): 53275' (10.09M)				Project Width (ft): 24'			
Note: All Soil Samples Taken From Beneath Cores				Soils Lab: Twining			
Boring #	Distance (ft)	Lane	Wheel Track	Core Thick (ft)	Cores Layers From Top (ft)	Base or Native Under Core (ft)	Soil Results
C1	Intersection of Phelan Rd & Arrowhead	WB	NA	0.500'	NA	Base=0.333'	RV = 70 SE =22 %200 = 24.6% USCS – SM

	Rd						<u>Depth 1.0' – 1.5'</u> Relative Compaction = 89% <u>Depth 3.0' – 3.5'</u> Relative Compaction = 92% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 90%
C2	SE corner of Phelan Rd & Arrowhead Rd	EB	NA	-	NA	Native	RV = 49 SE = 20 %200 = 28.2% USCS – SM <u>Depth 1.0' – 1.5'</u> Relative Compaction = 83% <u>Depth 3.0' – 3.5'</u> Relative Compaction = 77% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 76%
C3	SW corner of Phelan Rd & Arrowhead Rd	EB	NA	-	NA	Native	RV = 56 SE = 20 %200 = 29.5% USCS – SM <u>Depth 1.0' – 1.5'</u> Relative Compaction = 86% <u>Depth 3.0' – 3.5'</u> Relative Compaction = 82% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 83%
C4	NW corner of Phelan Rd & Arrowhead Rd	WB	NA	-	NA	Native	RV = 48 SE = 22 %200 = 26.5% USCS – SM <u>Depth 1.0' – 1.5'</u> Relative Compaction = 89% <u>Depth 3.0' – 3.5'</u> Relative Compaction = 93% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 87%
C5	NE corner of Phelan Rd & Arrowhead Rd	EB	NA	0.083'	NA	Native	RV = 45 SE = 17 %200 = 33.9% USCS – SM <u>Depth 1.0' – 1.5'</u> Relative Compaction = 86% <u>Depth 3.0' – 3.5'</u> Relative Compaction = 75% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 77%
C6	SE corner of Phelan Rd & Sunny Vista Rd	WB	NA	-	NA	Native	RV = 68 SE = 19 %200 = 27.1% USCS – SM <u>Depth 1.0' – 1.5'</u> Relative Compaction = 94% <u>Depth 3.0' – 3.5'</u> Relative Compaction = 89% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 96%
C7	Intersection of Phelan Rd and Sunny Vista Rd	WB	NA	0.625'	NA	Base=0.333'	RV = 68 SE = 20 %200 = 27.8% USCS – SM <u>Depth 1.0' – 1.5'</u> Relative Compaction = 93% <u>Depth 3.0' – 3.5'</u>

							Relative Compaction = 93% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 92%
C8	NW corner of Phelan Rd & Sunny Vista Rd	WB	NA	-	NA	Native	RV = 67 SE = 21 %200 = 27.6% USCS – SM <u>Depth 1.0' – 1.5'</u> Relative Compaction = 80% <u>Depth 3.0' – 3.5'</u> Relative Compaction = 76% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 74%
C9	NW corner of Phelan Rd & Tumbleweed Rd	WB	NA	-	NA	Native	RV = 68 SE = 21 %200 = 20.0% USCS – SM <u>Depth 1.0' – 1.5'</u> Relative Compaction = 90% <u>Depth 3.0' – 3.5'</u> Relative Compaction = 89% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 88%
C10	NE corner of Phelan Rd & Tumbleweed Rd	WB	NA	-	NA	Native	RV = 67 SE = 16 %200 = 27.7% USCS – SM <u>Depth 1.0' – 1.5'</u> Relative Compaction = 77% <u>Depth 3.0' – 3.5'</u> Relative Compaction = 79% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 79%
C11	SE corner of Phelan Rd & Tumbleweed Rd		NA	-	NA	Native	RV = 68 SE = 19 %200 = 27.1% USCS – SM <u>Depth 1.0' – 1.5'</u> Relative Compaction = 94% <u>Depth 3.0' – 3.5'</u> Relative Compaction = 89% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 96%
C12	Intersection of Phelan Rd and Tumbleweed Rd	EB	NA	0.500'	NA	Base=0.333'	RV = 39 SE = 16 %200 = 30.8% USCS – SM <u>Depth 1.0' – 1.5'</u> Relative Compaction = 92% <u>Depth 3.0' – 3.5'</u> Relative Compaction = 91% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 93%
C13	SW corner of Phelan Rd & Tumbleweed Rd	EB	NA	-	NA	Native	RV = 61 SE = 18 %200 = 31.1% USCS – SM <u>Depth 1.0' – 1.5'</u> Relative Compaction = 85% <u>Depth 3.0' – 3.5'</u>

							Relative Compaction = 84% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 86%
C14	NE corner of Phelan Rd & Sonora Rd	WB	NA	-	NA	Native	RV = 65 SE = 20 %200 = 25.4% USCS – SM <u>Depth 1.0' – 1.5'</u> Relative Compaction = 85% <u>Depth 3.0' – 3.5'</u> Relative Compaction = 76% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 77%
C15	NW corner of Phelan Rd & Sonora Rd	WB	NA	-	NA	Native	RV = 61 SE = 20 %200 = 27.1% USCS – SM <u>Depth 1.0' – 1.5'</u> Relative Compaction = 84% <u>Depth 3.0' – 3.5'</u> Relative Compaction = 81% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 73%
C16	SW corner of Phelan Rd & Sonora Rd	EB	NA	-	NA	Native	ORV = 60 SE = 20 %200 = 24.2% USCS – SM <u>Depth 1.0' – 1.5'</u> Relative Compaction = 84% <u>Depth 3.0' – 3.5'</u> Relative Compaction = 80% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 77%
C17	Intersection of Phelan Rd and Sonora Rd		NA	0.458'	NA	Base=0.333'	RV = 69 SE = 22 %200 = 27.6% USCS – SM <u>Depth 1.0' – 1.5'</u> Relative Compaction = 88% <u>Depth 3.0' – 3.5'</u> Relative Compaction = 92% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 89%
C18	SE corner of Phelan Rd & Sonora Rd	WB	NA	-	NA	Native	RV = 27 SE = 15 %200 = 33.6% USCS – SM <u>Depth 1.0' – 1.5'</u> Relative Compaction = 78% <u>Depth 3.0' – 3.5'</u> Relative Compaction = 75% <u>Depth 5.0' – 5.5'</u> Relative Compaction = 73%

NOT FOR BID

**Section 11.**

*General Prevailing Wage Rate (Blue Pages)*

**Section 12.**

*Federal Minimum Wage (Pink Pages)*

**Section 13.**

*EXHIBIT 12-G (Yellow Pages)*

**Section 14.**

*EXHIBIT 12-H (Yellow Pages)*

*inserted here*

*Section 11*  
*General Prevailing Wage Rate*  
*(Blue Pages)*

*inserted here*

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: # ASBESTOS WORKER, HEAT AND FROST INSULATOR**

**DETERMINATION:** SC-3-5-1-2020-2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** July 4, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate				
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	1/2x	2x	1 1/2x	Sunday and Holiday	
Mechanic	<sup>a</sup> 45.39	<sup>b</sup> 10.78	<sup>c</sup> 8.12	3.42	1.49	-	8	69.20	<sup>d</sup> 91.10	<sup>e</sup> 114.59	<sup>f</sup> 90.95	<sup>g</sup> 114.59	<sup>h</sup> 114.59

**DETERMINATION:** SC-3-5-3-2020-2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** July 4, 2021\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Hazardous Material Handler Mechanic	<sup>a</sup> 21.34	<sup>b</sup> 5.78	6.17	-	0.82	-	8	34.11	44.78	-	44.78	-	<sup>c</sup> 44.78
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<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes 6.5% of employees gross wage for dues/service fee check-off plus \$0.06 for supplemental dues.

<sup>b</sup> Includes \$0.01 for Occupational Health Plan.

<sup>c</sup> Rate applies to the first 2 overtime hours. Applies to all daily overtime hours on maintenance and asbestos abatement projects.

<sup>d</sup> Rate applies to first 8 hours worked on new construction. Applies to all Saturday hours on maintenance and asbestos abatement projects.

<sup>e</sup> \$159.98 per hour for work on Labor Day. For maintenance and asbestos abatement projects, Sunday and observed holidays may be worked at the time and one half rate.

<sup>f</sup> Includes 6.5% of employees gross wage for dues/service fee check-off plus \$0.06 for supplemental dues.

<sup>g</sup> Includes \$0.40 for medical monitoring in compliance with industry regulations procedures and \$0.01 for Occupational Health Plan.

<sup>h</sup> \$76.79 per hour for work on Labor Day.

<sup>i</sup> Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid by the employer payment may vary resulting in a lower taxable Basic Hourly Rate, but the Total Hourly Rates for Straight Time and Overtime may not be less than the general prevailing rate of per diem wages.

**Note:** Asbestos removal workers must be licensed and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the craft, classification or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker executing work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #FENCE BUILDER (CARPENTER)**

**DETERMINATION:** SC-23-31-20-2020-2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into on or after this date. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time Total Hourly Rate	Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training Other	Daily		Saturday <sup>c</sup>	Sunday and Holiday	
Fence Builder	\$40.26	\$8.00	\$5.25	\$6.09	\$0.62	\$0.76	8	\$81.11	\$81.11	\$101.24

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageSheet.asp>.

<sup>a</sup>Includes an amount for Annuity.

<sup>b</sup>Rate applies to the first 4 overtime hours. All other time is paid at the Sunday and Holiday overtime hourly rate.

<sup>c</sup>Saturdays in the same work week may be worked at straight-time for the first 8 hours if the job is shut down during the normal work week due to inclement weather, or reasons beyond the control of the employer.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions of the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions of the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CARPENTER AND RELATED TRADES

DETERMINATION: SC-23-31-2-2020-1

ISSUE DATE: August 22, 2020

EXPIRATION DATE OF DETERMINATION: June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other <sup>k</sup>	Hours	Total Hourly Rate	Daily <sup>g</sup> 1 1/2X	Saturday <sup>j</sup> 1 1/2X	Holiday <sup>i</sup> 2X
<b>* AREA 1</b>											
Carpenter <sup>a,b</sup> , Cabinet Installer, Insulation Installer, Hardwood Floor Worker, Acoustical Installer	\$43.76	\$8.00	\$5.41	\$7.09 <sup>f</sup>	\$0.62	\$1.44	8	\$66.32	\$88.395	\$88.395	\$110.08
Pile Driverman <sup>l</sup> , Derrick Bargeman, Rockslinger, Bridge or Dock Carpenter, Cable Splicer	43.89	8.00	5.41	7.09 <sup>f</sup>	0.57	1.49	8	66.45	88.395	88.395	110.34
Bridge Carpenter <sup>c</sup>	43.89	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	66.45	88.395	88.395	110.34
Shingler <sup>c</sup>	43.89	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	66.45	88.395	88.395	110.34
Saw Filer	43.85	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	66.41	88.35	88.35	110.26
Table Power Saw Operator	43.86	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	66.42	88.35	88.35	110.28
Pneumatic Nailer or Power Stapler	44.01	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	66.57	88.75	88.75	110.58
Roof Loader of Shingles	31.13	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	53.70	69.255	69.255	84.82
Scaffold Builder	34.96	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	57.52	75.00	75.00	92.48
Millwright <sup>c</sup>	44.26	8.00	5.41	7.09 <sup>f</sup>	0.62	1.64	8	67.02	89.15	89.15	111.28
Head Rockslinger	43.99	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	66.55	88.545	88.545	110.54
Rock Bargeman or Scowman	43.79	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	66.35	88.245	88.245	110.14
Diver, Wet (Up To 50 Ft. Depth) <sup>d</sup>	95.78	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	118.34	166.23	166.23	214.12
Diver, (Stand-By) <sup>d</sup>	47.89	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	70.45	94.395	94.395	118.34
Diver's Tender <sup>d</sup>	46.89	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	69.45	92.895	92.895	116.34
Assistant Tender (Diver's) <sup>d</sup>	43.89	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	66.45	88.395	88.395	110.34
<b>* AREA 2</b>											
Carpenter <sup>a,b</sup> , Cabinet Installer, Insulation Installer, Hardwood Floor Worker, Acoustical Installer	43.19	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	65.75	87.345	87.345	108.94
Shingler <sup>c</sup>	43.33	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	65.89	87.555	87.555	109.22
Saw Filer	43.19	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	65.75	87.345	87.345	108.94
Table Power Saw Operator	44.29	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	66.85	88.995	88.995	111.14
Pneumatic Nailer or Power Stapler	43.45	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	66.01	87.735	87.735	109.46
Roof Loader of Shingles	31.08	8.00	5.41	7.09 <sup>f</sup>	0.62	1.44	8	53.64	69.18	69.18	84.72

DETERMINATION: SC-31-741-1-2020-1

ISSUE DATE: August 22, 2020

EXPIRATION DATE OF DETERMINATION: May 31, 2021\* Effective until superseded by a new determination issued by the Director of Industrial Relations.

Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days of the expiration date, if no subsequent determination is issued.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other <sup>k</sup>	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>j</sup> 1 1/2X	Holiday <sup>i</sup> 2X
Terrazzo Installer	30.84	8.00	5.41	4.59 <sup>f</sup>	0.57	1.44	8	59.41	79.83	79.83	100.25
Terrazzo Finisher	34.34	8.00	5.41	4.59 <sup>f</sup>	0.57	1.44	8	52.91	70.08	70.08	87.25

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRI/PWAppWage/PWAppWageStart.asp>.

a. AREA 1 - Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

AREA 2 - Inyo, Kern, and Mono counties. For Bridge Carpenter, Scaffold Builder, Pile Driverman, Derrick Bargeman, Rockslinger, Bridge or Dock Carpenter, Cable Splicer, Millwright, Head Rockslinger, Rock Bargeman or Scowman, Diver (Wet (Up to 50 Ft. Depth)), Diver (Stand-By), Diver's Tender, and Assistant Tender (Diver's) rates, please see Area 1 as this rate applies to Area 2 as well. Hourly Rates for Area 2 include an additional amount deducted for vacation/holiday.

b. First eight (8) hours shall be paid at 1/2 times the straight time rate, all hours after that paid at double (2x) the straight time rate. Saturdays in the same work week may be worked at straight-time rate if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer.

c. When performing welding work requiring certification, classification will receive an additional \$1.00 per hour.

d. Shall receive a minimum of 8 hours pay any day or part thereof.

e. For specific rates over 50 ft depth, contact the Office of the Director - Research Unit. Rates for Technicians, Manifold Operators, Pressurized Submersible Operators, Remote Control Vehicle Operators and Remote Operated Vehicle Operators, as well as rates for Pressurized Bell Diving and Saturation Diving are available upon request.

f. Includes an amount for supplemental dues.

g. All overtime work on Mon - Fri shall be paid at 1 1/2 times the straight time rate for the first four (4) hours and double (2x) the straight time for work performed after twelve (12) hours.

h. A Carpenter who performs work of lagging in the construction of open cut sewers or storm drains shall receive a premium of thirteen cents (\$0.13) per hour in addition to his Carpenter's scale. This premium shall be paid on an operation in which horizontal lagging is used in conjunction with Steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms, which work is performed by pile drivers.

i. When performing welding work requiring certification, classification will receive an additional \$1.00 per hour. An additional \$0.50 per hour when handling or working with new pressure-treated timber, or driving of used pressure-treated creosote piling.

j. Saturdays in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer. Work on Sunday, if it is the 7<sup>th</sup> consecutive workday, shall be paid at double (2x) the straight-time rate.

k. Includes an amount for Annuity.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRI/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to complete the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRI/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #MODULAR FURNITURE INSTALLER (CARPENTER)**

**DETERMINATION:** SC-23-31-16-2020-2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** December 31, 2020\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All Localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/Holiday*	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X <sup>a</sup>	1 <sup>st</sup> Workday 1.5X <sup>b</sup>	7 <sup>th</sup> Workday/Holiday 2X
<b>MODULAR INSTALLER</b>											
Installer	\$19.00	\$5.19	\$1.86	\$1.85	\$0.10	\$0.03	8	\$28.03	\$42.05	\$42.05	\$47.03
Lead Installer	\$21.00	\$5.19	\$1.86	\$1.85	\$0.10	\$0.03	8	\$30.03	\$45.05	\$45.05	\$51.03

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

a) Includes an amount for Supplemental Dues.

b) Rate applies to the first 4 daily overtime hours and the first 12 hours on a sixth (6<sup>th</sup>) consecutive day. After daily overtime is paid at the 7<sup>th</sup> Workday/Holiday rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # ELEVATOR CONSTRUCTOR**

**DETERMINATION:** SC-62-X-999-2020-1

**ISSUE DATE:** February 22, 2020

**EXPIRATION DATE OF DETERMINATION:** December 31, 2020\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Los Angeles, Orange, Riverside, San Diego, Santa Barbara and Ventura counties. \*Portions of Kern, San Bernardino and San Luis Obispo counties are detailed below.

Classification (Journey person)	Employer Payments				Straight-time			Overtime Hourly Rate			
	Basic Hourly Rate	Health and Welfare	Pension <sup>a</sup>	Vacation/ Holiday <sup>b</sup>	Training Pay <sup>c</sup>	Other Pay <sup>c</sup>	Hours	Total Hourly Rate	1½ X	Saturday <sup>d</sup> 1½ X	Sunday and Holiday
Mechanic	\$57.40	15.725	18.41	5.22	0.63	0.48	8	\$97.865	\$126.565	\$126.565	\$155.265
Mechanic (employed in industry more than 5 years)	\$57.40	15.725	18.41	6.22	0.63	0.48	8	\$99.005	\$127.705	\$127.705	\$156.405
Helper <sup>e</sup>	\$40.18	15.725	18.41	3.55	0.63	0.48	8	\$79.085	\$99.18	\$99.18	\$119.265
Helper (employed in industry more than 5 years) <sup>e</sup>	\$40.18	15.725	18.41	4.55	0.63	0.48	8	\$79.875	\$99.965	\$99.965	\$120.055

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStartUp>.

<sup>a</sup> Applies to that portion of these counties south of the Tehachapi Line. For more information contact the Office of the Director – Research Unit.

<sup>b</sup> Includes an amount for 8 paid holidays.

<sup>c</sup> Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. When removing old and installing new cables on existing elevator installations, the Company may use up to (2) Helpers, Apprentices or Assistant Mechanics to one (1) Mechanic. Two (2) Helpers, Apprentices or Assistant Mechanics to each three (3) Mechanics may be employed in Contract Service work only. For more information on the use of Helpers, contact the Office of the Director – Research Unit.

<sup>d</sup> For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

<sup>e</sup> Includes an amount for Annuity Trust Fund.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #OPERATING ENGINEER

DETERMINATION: SC-23-63-2-2020-2

ISSUE DATE: August 22, 2020

EXPIRATION DATE OF DETERMINATION: June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If you will extend past the expiration date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for more information at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey/Person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Hourly Rate			
			Pension (e)	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday	
											1 1/2X	2X
Classification Groups (b)												
Group 1	\$48.25	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$77.24	\$101.365	\$101.365	\$125.49	
Group 2	\$49.03	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$78.02	\$102.535	\$102.535	\$127.05	
Group 3	\$49.32	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$78.31	\$102.970	\$102.970	\$127.63	
Group 4	\$50.81	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.70	\$105.205	\$105.205	\$130.61	
Group 6	\$51.03	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.82	\$105.335	\$105.335	\$131.05	
Group 8	\$51.14	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.13	\$105.700	\$105.700	\$131.27	
Group 10	\$51.26	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.25	\$105.880	\$105.880	\$131.51	
Group 12	\$51.43	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.42	\$106.135	\$106.135	\$131.85	
Group 13	\$51.53	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.52	\$106.285	\$106.285	\$132.05	
Group 14	\$51.56	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.55	\$106.330	\$106.330	\$132.11	
Group 15	\$51.64	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.63	\$106.450	\$106.450	\$132.27	
Group 16	\$51.76	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.75	\$106.630	\$106.630	\$132.51	
Group 17	\$51.93	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.92	\$106.885	\$106.885	\$132.85	
Group 18	\$52.03	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.02	\$107.035	\$107.035	\$133.05	
Group 19	\$52.14	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.13	\$107.200	\$107.200	\$133.27	
Group 20	\$52.26	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.25	\$107.380	\$107.380	\$133.51	
Group 21	\$52.43	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.42	\$107.635	\$107.635	\$133.85	
Group 22	\$52.53	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.52	\$107.785	\$107.785	\$134.05	
Group 23	\$52.64	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.63	\$107.950	\$107.950	\$134.27	
Group 24	\$52.76	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.75	\$108.130	\$108.130	\$134.51	
Group 25	\$52.93	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.92	\$108.385	\$108.385	\$134.85	

# Indicates an apprenticeable craft. The current apprentice wage rate is available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

\* Includes an amount with respect to supplemental dues.

† For classifications with a shift group, see pages 8 and 9.

‡ Rate applies to the first 8 hours. All other daily overtime is paid at the Sunday rate.

§ Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

¶ Includes an amount for Annuity.

NOTE: For Special Shift and Multi-Shift, see pages 9A and 9B.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWage/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker for the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWage/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**DETERMINATION: SC-23-63-2-2020-2**

**CLASSIFICATIONS:**

**GROUP 1**

Bergeman  
Brakeman  
Compressor Operator  
Ditchwitch, with seat or similar type equipment  
Elevator Operator - Inside  
Engineer Oiler  
Forklift Operator (includes load, hull or similar types -- under 5 tons)  
Generator Operator  
Generator, Pump or Compressor Plant Operator  
Heavy Duty Repairman Helper  
Pump Operator  
Signalman  
Switchman

**GROUP 2**

Asphalt-Rubber Plant Operator (Nurse Tank Operator)  
Concrete Mixer Operator - Skip Type  
Conveyor Operator  
Fireman  
Forklift Operator (includes load, hull or similar types -- over 5 tons)  
Hydrostatic Pump Operator  
Oiler Crusher (Asphalt or Concrete Plant)  
Petromat Laydown Machine  
RJU Side Dump Jack  
Rotary Drill Helper (Oilfield)  
Screening and Conveyor Machine Operator (or similar types)  
Skiploader (Wheel type up to 3/4 yd. without attachment)  
Tar Pot Fireman  
Temporary Heating Plant Operator  
Trenching Machine Oiler

**GROUP 3**

Asphalt Rubber Blend Operator  
Bobcat or similar type (Skid Steer, with all attachments)  
Equipment Greaser (truck)  
Ford Ferguson (with dragtype attachments)  
Helicopter Radioman (ground)  
Stationary Pipe Wrapping and Cleaning Machine Operator

**GROUP 4**

Asphalt Plant Fireman  
Backhoe Operator (mini-max or similar type)  
Boring Machine Operator  
Boring System Electronic Tracking Locator  
Boxman or Mixerman (asphalt or concrete)  
Chip Spreading Machine Operator

Concrete Cleaning Decontamination Machine Operator

Concrete Pump Operator (small portable)

Drilling Machine Operator, Small Auger types (Texoma Super Ecolite or similar types - Hughes 100 or 200, or similar types - drilling depth of 30 maximum)

Equipment Greaser (grease truck)

Excavator Track/Rubber-Tired- with attachments (Operating weight under 10,000 lbs)

Guard Rail Post Driver Operator

Highline Cableway Signalman

Hydra-Hammer-Aero Striker

Hydraulic Casing Oscillator Operator - drilling depth of 30' maximum

Micro Tunneling Operator (above ground tunnel)

Power Concrete Curing Machine Operator

Power Concrete Saw Operator

Power Concrete Slab Form Setter Operator

Power Sweeper Operator

Rock Wheel Saw/Trencher

Roller Operator (compacting)

Screed Operator (asphalt or concrete)

Trenching Machine Operator (with lift)

Vacuum or Muck Truck

**GROUP 5 (for multi-shift rate, see page 9B)**

Equipment Greaser (Concrete Truck/Multi-Shift)

**GROUP 6**

Aggregating Material Hauler  
Asphalt Plant Engineer  
Asphalt Plant Operator  
Bit Sharpener  
Concrete Joint Machine Operator (canal and similar type)  
Concrete Placer Operator  
Concrete Planer Operator  
Dandy Digger  
Deck Engine Operator  
Deck Engineer  
Derrickman (oilfield type)  
Drilling Machine Operator, Bucket or Auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum)  
Drilling Machine Operator (including water wells)  
Force Feed Loader

Hydraulic Casing Oscillator Operator -- drilling depth of 45' maximum  
Hydrographic Seeder Machine Operator (straw, pulp or seed)

Jackson Track Maintainer, or similar type  
Kalamazoo Switch Tampoer, or similar type

Machine Tool Operator

Magimix Internal Full Slab Vibrator

Mechanical Berm, Curb or Gutter (concrete or asphalt)

Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)

Micro Tunnel System Operator (below ground)

Pavement Breaker Operator

Railcar Mover

Road Oil Mixing Machine Operator

Roller Operator (asphalt or finish)

Rubber-Tired Earthmoving Equipment (single engine, up to and including 25 yds. struck)

Self-Propelled Tar Pipelining Machine Operator

Skiploader Operator (crawler and wheel type, over 3/4 yds. and up to and including 1 1/2 yds.)

Slip Form Pump Operator (power driven hydraulic lifting device for concrete form)  
Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 H.P. flywheel or similar types, up to and including D-5 and similar types)

Tugger Hoist Operator (1 drum)

Ultra High Pressure Waterjet Cutting Tool System Operator

Vacuum Blasting Machine Operator

Volume Mixer Operator

Welder -- General

**GROUP 7 (for multi-shift rate, see page 9B)**

Welder -- General (Multi-Shift)

**GROUP 8**

Asphalt or Concrete Screed Operator (tamping or finishing)

Asphalt Paving Machine Operator (rubber green or similar type, one (1) Screedman)

Asphalt-Tar Distributor Operator

Backhoe Operator (up to and including 3/4 yds.) small ford, case or similar

Backhoe Operator (over 3/4 yds.) small ford, case or similar (M.R.C.)

Barrier Rail Operator (BT) - 200 or similar types

Cast in Place Paving Machine Operator

Coated Asphalt Operator

Concrete Mixer and Compressor Operator (gumite work)

Compactor Operator - Self-Propelled

Concrete Mixer Operator - Paving

Crushing Plant Operator

Drill Doctor

Drilling Machine Operator, Bucket or Auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 or 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 45' maximum)

Elevating Grout Operator

Excavator Track/Rubber-Tired- with all attachments (Operating Weight 21,000 lbs - 100,000 lbs)

Global Positioning System/GPS (or Technician)

Grade Checker

Gradall Operator

Grouting Machine Operator

Heavy Duty Repairman/Pump Installer

Heavy Equipment Robotics Operator

Hydraulic Casing Oscillator Operator -- drilling depth of 60' maximum

Hydraulic Operated Grout Plant (excludes hand loading)

Kalamazoo Ballast Regulator or similar type

Klemm Drill Operator or similar types

Kolman Belt Loader and similar type

Le Tourneau Blob Compactor or similar type

Lo Drill

Loader Operator (Athey, Euclid, Sierra and similar types)

Master Environmental Maintenance Mechanic

Mobark Chipper or similar types

Ozzie Padder or similar types

P.C. 490 Slot Saw

Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)

Prentice 721E Hydro-Ax

Pumpercrete Gun Operator

Rock Drill or Similar Types (see Miscellaneous Provision #4 for additional information regarding this classification)

Rotary Drill Operator (excluding caison type)

Rubber-Tired Earth Moving Equipment Operator (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)

Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)

Self-Propelled Curb and Gutter Machine Operator

Shuttle Buggy

Skiploader Operator (crawler and wheel type over 1 1/2 yds. up to and including 6 1/2 yds.)

Soil Remediation Plant Operator (CMI, Envirotech or similar)

Soil Stabilizer and Reclaimer (WR-2400)

Somero SXP Laser Screed

Speed Swing Operator

Surface Heaters and Planer Operator

Tractor Compressor Drill Combination Operator

**DETERMINATION: SC-23-63-2-2020-2**

**GROUP 8 CONT.**

Tractor Operator (any type larger than D-5 - 100 flywheel H.P. and over, or similar - bulldozer, tamper, scraper and push tractor, single engine)

Tractor Operator (boom attachments)  
Traveling Pipe Wrapping, Cleaning and Bending Machine Operator  
Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)  
Trenching Machine with Road Miner Attachment (over 6ft. depth capacity, manufacturer's rating - Oiler or Journeyman Trainee required)  
Ultra High Pressure Waterjet Cutting Tool System Mechanic  
Water Pull (compaction)

**GROUP 9 (for multi-shift rate, see page 9B)**

Heavy Duty Repairman (Multi-Shift)

**GROUP 10**

Backhoe Operator (over 5 cu. yds. M.R.C.)  
Drilling Machine Operator, Bucket or Auger types (Calweld 200 B bucket or similar types - Watson 3000 or 5000 auger or similar types - Texoma 900 auger or similar types - drilling depth of 105' maximum)

Dual Drum Mixer  
Dynamic Compactor LDC350 or similar types  
Heavy Duty Repairman-Welder combination  
Hydraulic Casing Oscillator Operator - drilling depth of 105' maximum  
Monorail Locomotive Operator (diesel, gas or electric)  
Motor Patrol - Blade Operator (single engine)  
Multiple Engine Tractor Operator (euclid and similar type - except quad 9 cat.)  
Pneumatic Pipe Ramming Tool and similar types  
Pre-stressed Wrapping Machine Operator (2 Operators required)  
Rubber-Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)  
Rubber-Tired Earth Moving Equipment Operator (multiple engine, euclid caterpillar and similar - over 25 yds. and up to and including 50 yds. struck)  
Tower Crane Repairman  
Tractor Loader Operator (crawler and wheel-type over 6 1/2 yds.)  
Welder - Certified  
Woods Mixer Operator (and similar pugmill equipment)

**GROUP 11 (for multi-shift rate, see page 9B)**

Heavy Duty Repairman - Welder Combination (Multi-Shift)  
Welder - Certified (Multi-Shift)

**GROUP 12**

Auto Grader Operator  
Automatic Slip Form Operator  
Backhoe Operator (over 7 cu. yds. M.R.C.)  
Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes super duty, auger 200 or similar types - drilling depth of 175' maximum)  
Excavator Track/Rubber Tired- with all attachments (Operating Weight up to 100,000 lbs. - 200,000 lbs.)  
Hoe Ram or similar with compressor  
Hydraulic Casing Oscillator Operator - drilling depth of 105' maximum  
Mass Excavator Operator - less than 750 cu. yds.  
Mechanical Finishing Machine Operator  
Mobile Form Traveler Operator  
Motor Patrol Operator (multi-engine)  
Pipe Mobile Machine Operator  
Rubber-Tired Earth Moving Equipment Operator (multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)  
Rubber-Tired Self-Loading Auger Operator (paddle-wheel-auger type self-loading - two (2) or more units)

**GROUP 13**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

**GROUP 14**

Concrete Liner Operator  
Manual Trimmer Operator  
Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes super duty, auger 200 or similar types - drilling depth of 300' maximum)

Remote Controlled Earth Moving Equipment Operator (\$1.00 per hour additional to base rate)  
Wheel Excavator Operator (over 50 cu. yds. per hour)

**GROUP 15**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, euclid, caterpillar, and, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)  
Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar types, up to and including 25 yds. struck)

**MISCELLANEOUS PROVISIONS:**

- Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
- All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
- Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.
- A review of rock drilling is currently pending. The minimum acceptable rate of pay for this classification or type of work on public works projects is Laborer and Related Classifications/Group 5 (Driller) as published on pages 13 and 14 of the Director's General Prevailing Wage Determinations. However, the published rate for the craft/classification of Operating Engineer/Group 8 (Rock Drill or Similar Types) may be used by contractors to perform rock drilling on public works projects.

**GROUP 16**

Excavator Track/Rubber Tired- with all attachments (Operating Weight exceeding 200,000 lbs.)  
Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, over 50 yds. struck)  
Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar, over 25 yds. and up to 50 yds. struck)

**GROUP 17**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar type, over 50 cu. yds. struck)  
Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar)

**GROUP 18**

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scraper, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

**GROUP 19**

Rotex Concrete Belt Operator  
Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scraper, belly dumps, and similar types in any combination, excluding compaction units - single engine, euclid, caterpillar, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scraper, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar, and similar types, up to and including 25 yds. struck)

**GROUP 20**

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scraper, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scraper, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar, and similar types, up to and including 25 yds. struck)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes super duty, auger 200 or similar types - drilling depth of 175' maximum)

**GROUP 21**

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scraper, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar, and similar type, over 50 cu. yds. struck)

**GROUP 22**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

**GROUP 23**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, euclid, caterpillar, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

**GROUP 24**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, over 50 yds. Struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

**GROUP 25**

Concrete Pump Operator-Truck Mounted  
Pedestal Concrete Pump Operator  
Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar over 50 cu. yds struck)

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #OPERATING ENGINEER (Special Shift)**

**DETERMINATION:** SC-23-63-2-2020-2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for more information at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension (c)	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	1 1/2X (c)	2X (d)	Sun Hol (e)
Classification Groups (b)											
Group 1	\$48.75	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$77.74	\$102.115	\$102.115	\$126.49
Group 2	\$49.53	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$78.52	\$103.285	\$103.285	\$128.05
Group 3	\$49.82	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$78.81	\$103.720	\$103.720	\$128.63
Group 4	\$51.31	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.30	\$105.955	\$105.955	\$131.61
Group 6	\$51.53	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.52	\$106.285	\$106.285	\$132.05
Group 8	\$51.64	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.64	\$106.450	\$106.450	\$132.27
Group 10	\$51.76	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.75	\$106.630	\$106.630	\$132.51
Group 12	\$51.93	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.92	\$106.885	\$106.885	\$132.85
Group 13	\$52.03	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.02	\$107.035	\$107.035	\$133.05
Group 14	\$52.06	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.05	\$107.080	\$107.080	\$133.11
Group 15	\$52.14	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.13	\$107.200	\$107.200	\$133.27
Group 16	\$52.26	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.25	\$107.380	\$107.380	\$133.51
Group 17	\$52.43	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.42	\$107.635	\$107.635	\$133.85
Group 18	\$52.53	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.52	\$107.785	\$107.785	\$134.05
Group 19	\$52.64	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.63	\$107.950	\$107.950	\$134.27
Group 20	\$52.76	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.75	\$108.130	\$108.130	\$134.51
Group 21	\$52.93	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.92	\$108.385	\$108.385	\$134.85
Group 22	\$53.03	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.02	\$108.535	\$108.535	\$135.05
Group 23	\$53.14	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.13	\$108.700	\$108.700	\$135.27
Group 24	\$53.26	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.25	\$108.880	\$108.880	\$135.51
Group 25	\$53.43	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.42	\$109.135	\$109.135	\$135.85

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

\* Includes an amount withheld for supplemental dues.

† For classifications within each group, see pages 8 and 9.

‡ Rate applies to the first overtime hours. All other daily overtime is paid at the Sunday rate.

§ Rate applies to the first overtime hours worked. All other time is paid at the Sunday rate.

¶ Includes an amount withheld for Annual dues.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on the collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to the worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #OPERATING ENGINEER (Multi-Shift)**

**DETERMINATION:** SC-23-63-2-2020-2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past the expiration date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for more information at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey/person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time Hours (e)	Total Hourly Rate	Overtime Hourly Rate		
			Pension (f)	Vacation/ Holiday (a)	Training	Other Payments			1 1/2X (c)	2X (d)	3X (e)
Classification Groups (b)											
Group 1	\$49.25	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$78.24	\$102.865	\$102.865	\$127.49
Group 2	\$50.03	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$79.02	\$104.035	\$104.035	\$129.05
Group 3	\$50.32	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$79.31	\$104.470	\$104.470	\$129.63
Group 4	\$51.81	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.80	\$106.705	\$106.705	\$132.61
Group 5	\$51.91	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.90	\$106.855	\$106.855	\$132.81
Group 6	\$52.03	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.05	\$107.005	\$107.005	\$133.05
Group 7	\$52.13	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.12	\$107.185	\$107.185	\$133.25
Group 8	\$52.14	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.13	\$107.200	\$107.200	\$133.27
Group 9	\$52.24	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.23	\$107.350	\$107.350	\$133.47
Group 10	\$52.26	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.25	\$107.380	\$107.380	\$133.51
Group 11	\$52.36	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.35	\$107.530	\$107.530	\$133.71
Group 12	\$52.43	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.42	\$107.635	\$107.635	\$133.85
Group 13	\$52.53	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.52	\$107.785	\$107.785	\$134.05
Group 14	\$52.56	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.55	\$107.830	\$107.830	\$134.11
Group 15	\$52.64	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.63	\$107.950	\$107.950	\$134.27
Group 16	\$52.76	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.75	\$108.130	\$108.130	\$134.51
Group 17	\$52.93	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.92	\$108.385	\$108.385	\$134.85
Group 18	\$53.03	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.02	\$108.535	\$108.535	\$135.05
Group 19	\$53.14	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.13	\$108.700	\$108.700	\$135.27
Group 20	\$53.26	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.25	\$108.880	\$108.880	\$135.51
Group 21	\$53.43	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.42	\$109.135	\$109.135	\$135.85
Group 22	\$53.53	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.52	\$109.285	\$109.285	\$136.05
Group 23	\$53.64	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.63	\$109.450	\$109.450	\$136.27
Group 24	\$53.73	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.75	\$109.630	\$109.630	\$136.51
Group 25	\$53.83	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.92	\$109.885	\$109.885	\$136.85

# Indicates an apprentice rate. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

\* Includes an amount for health and welfare supplemental dues.

† For classifications within each group, see pages 8 and 9.

‡ Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

§ Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

¶ The rate applies to work 6.5 hours, excluding meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

\*\* Includes an amount for health and welfare supplemental dues.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to the worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at [www.dir.ca.gov/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # DREDGER (OPERATING ENGINEER)**

**DETERMINATION:** SC-63-12-23-2020-2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** July 31, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journeyperson)	Employer Payments						Straight-Time		Overtime Hourly Rate			
	Basic Hourly Rate	Health and Welfare	Pension <sup>c</sup>	Vacation/ Holiday <sup>a</sup>	Training	Other	Hours	Total Hourly Rate	Daily <sup>b</sup> 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday 2X	Holiday 3X
Chief Engineer, Deck Captain	\$53.40	11.85	12.65	5.85	1.05	0.15	8	84.95	111.65	111.65	138.35	191.75
Leverman	56.40	11.85	12.65	5.85	1.05	0.15	8	87.95	116.15	116.15	144.35	200.75
Watch Engineer, Deckmate	50.32	11.85	12.65	5.85	1.05	0.15	8	81.87	107.03	107.03	132.19	182.51
Winchman (Stern Winch on Dredge)	49.77	11.85	12.65	5.85	1.05	0.15	8	81.32	106.205	106.205	131.09	180.86
Fireman-Oiler, Leveehand, Deckhand (can operate anchor scow under direction of mate), Bargeman	49.23	11.85	12.65	5.85	1.05	0.15	8	80.78	105.395	105.395	130.01	179.24
Dozer Operator	50.43	11.85	12.65	5.85	1.05	0.15	8	81.98	107.195	107.195	132.41	182.84
Hydrographic Surveyor	51.86	11.85	12.65	5.85	1.05	0.15	8	83.41	109.34	109.34	135.27	187.13
Barge Mate	49.84	11.85	12.65	5.85	1.05	0.15	8	81.39	106.31	106.31	131.23	181.07
Welder	51.82	11.85	12.65	5.85	1.05	0.15	8	83.37	109.28	109.28	135.19	187.01

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAAppWage/PWAppWageStart.asp>

<sup>a</sup> Includes an amount for supplemental costs.

<sup>b</sup> Rate applies to the first 4 daily overtime hours and first 12 hours on Saturdays. All other time is paid at the Sunday overtime rate.

<sup>c</sup> Includes an amount for disability.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/oprl/DPreWage/Determination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payment to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/oprl/DPreWage/Determination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #Cranes, Pile Driver and Hoisting Equipment (Operating Engineer)**

**DETERMINATION:** SC-23-63-2-2020-2B

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will be performed on and past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific information at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension (e)	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily	Sunday (d)	2X
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$49.60	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$78.50	\$103.390	\$103.390	\$128.19
Group 2	\$50.38	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$79.37	\$104.560	\$104.560	\$129.75
Group 3	\$50.67	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$79.66	\$104.995	\$104.995	\$130.33
Group 4	\$50.81	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$79.80	\$105.205	\$105.205	\$130.61
Group 5	\$51.03	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.02	\$105.535	\$105.535	\$131.05
Group 6	\$51.14	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.13	\$105.700	\$105.700	\$131.27
Group 7	\$51.26	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.25	\$105.880	\$105.880	\$131.51
Group 8	\$51.43	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.42	\$106.135	\$106.135	\$131.85
Group 9	\$51.60	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.59	\$106.390	\$106.390	\$132.19
Group 10	\$52.60	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.59	\$107.890	\$107.890	\$134.19
Group 11	\$53.60	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.59	\$109.390	\$109.390	\$136.19
Group 12	\$54.60	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$83.59	\$110.890	\$110.890	\$138.19
Group 13	\$55.60	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$84.59	\$112.390	\$112.390	\$140.19

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> For classifications within each group, see page 10B.

<sup>c</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>d</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>e</sup> Includes an amount for Annuity.

**NOTE:** For Special Shift and Multi-Shift, see pages 10A-1 and 10A-2.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Determination: SC-23-63-2-2020-2B; SC-23-63-2-2020-2B1; SC-23-63-2-2020-2B2**

**CLASSIFICATIONS:**

**GROUP 1**

Engineer Oiler

**GROUP 2**

Truck Crane Oiler

**GROUP 3**

A-Frame or Winch Truck Operator

Ross Carrier Operator (Jobsite)

**GROUP 4**

Bridge-Type Unloader and Turntable Operator

Helicopter Hoist Operator

Snobble Unit (pin-n-go or similar type)

**GROUP 5**

Hydraulic Boom Truck/Knuckleboom

Stinger Crane (Austin-Western or similar type)

Tugger Hoist Operator (1 drum)

**GROUP 6**

Bridge Crane Operator

Cretor Crane Operator

Hoist Operator (Chicago Boom and similar type)

Lift Mobile Operator

Lift Slab Machine Operator (Vagtborg and similar types)

Material Hoist and/or Manlift Operator

Polar Gantry Crane Operator

Prentice Self-Loader

Self Climbing Scaffold (or similar type)

Shovel, Dragline, Clamshell Operator (over 3/4 yd and up to 5 cu yds, M.R.C.)

Silent Piler

Tugger Hoist Operator (2 drum)

**GROUP 7**

Pedestal Crane Operator

Shovel, Dragline, Clamshell Operator (over 5 cu yds, M.R.C.)

Tower Crane Repairman

Tugger Hoist Operator (3 drum)

**GROUP 8**

Crane Operator (up to and including 25 ton capacity)

Crawler Transporter Operator

Derrick Barge Operator (up to and including 25 ton capacity)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)

Shovel, Dragline, Clamshell Operator (over 7 cu yds M.R.C.)

**MISCELLANEOUS PROVISIONS:**

1. Operators of hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
2. A heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

**GROUP 9**

Crane Operator (over 25 tons, up to and including 50 ton M.R.C.)

Derrick Barge Operator (over 25 tons, up to and including 50 ton M.R.C.)

Highline Cableway Operator

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)

K-Crane

Polar Crane Operator

Self Erecting Tower Crane Operator Maximum Lifting Capacity (over 100 tons)

**GROUP 10**

ABI/Fundex Machine

Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)

Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Shovel, Dragline, Clamshell Operator (over 10 cu yds.)

**GROUP 11**

Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C.)

Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Tower Crane Operator

**GROUP 12**

Crane Operator (over 200 tons, up to and including 300 tons M.R.C.)

Derrick Barge Operator (over 200 tons, up to and including 300 tons M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C.)

Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

**GROUP 13**

Crane Operator (over 300 tons)

Derrick Barge Operator (over 300 tons)

Helicopter Pilot

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)

Hydraulically Controlled Lift Gantry Operator BCR Lift System (over 300 tons)

Mobile Tower Crane Operator (over 300 tons)

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #Cranes, Pile Driver and Hoisting Equipment (Operating Engineer, Special Shift)**

**DETERMINATION:** SC-23-63-2-2020-2B1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific information at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension (e)	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (1 1/2X)	Sunday (1 1/2X)	Holiday (2X)
<b>Classification Groups (b)</b>											
Group 1	\$50.10	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$79.09	\$106.140	\$106.140	\$129.19
Group 2	\$50.88	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$79.87	\$106.310	\$106.310	\$130.75
Group 3	\$51.17	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.16	\$105.745	\$105.745	\$131.33
Group 4	\$51.31	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.30	\$105.955	\$105.955	\$131.61
Group 5	\$51.53	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.52	\$106.285	\$106.285	\$132.05
Group 6	\$51.64	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.63	\$106.450	\$106.450	\$132.27
Group 7	\$51.76	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.75	\$106.630	\$106.630	\$132.51
Group 8	\$51.93	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.92	\$106.885	\$106.885	\$132.85
Group 9	\$52.10	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.09	\$107.140	\$107.140	\$133.19
Group 10	\$53.10	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.09	\$108.640	\$108.640	\$135.19
Group 11	\$54.10	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$83.09	\$110.140	\$110.140	\$137.19
Group 12	\$55.10	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$84.09	\$111.640	\$111.640	\$139.19
Group 13	\$56.10	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$85.09	\$113.140	\$113.140	\$141.19

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> For classifications within each group, see page 10B.

<sup>c</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>d</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>e</sup> Includes an amount for Annuity.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of work employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to exceed the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #Cranes, Pile Driver and Hoisting Equipment (Operating Engineer, Multi-Shift)**

**DETERMINATION:** SC-23-63-2-2020-2B2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will be performed on and past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific information at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rates			
			Pension (f)	Vacation/ Holiday (a)	Training	Other Payments	Hours (e)	Total Hourly Rate	Daily Rate (1 1/2X)	Sunday Rate (2X)	2X	
Classification Groups (b)												
Group 1	\$50.60	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.59	\$106.890	\$106.890	\$130.19	
Group 2	\$51.38	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.32	\$106.060	\$106.060	\$131.75	
Group 3	\$51.67	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.66	\$106.495	\$106.495	\$132.33	
Group 4	\$51.81	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.80	\$106.705	\$106.705	\$132.61	
Group 5	\$52.03	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.02	\$107.020	\$107.020	\$133.05	
Group 6	\$52.14	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.13	\$107.230	\$107.230	\$133.27	
Group 7	\$52.26	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.25	\$107.380	\$107.380	\$133.51	
Group 8	\$52.43	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.42	\$107.635	\$107.635	\$133.85	
Group 9	\$52.60	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.59	\$107.890	\$107.890	\$134.19	
Group 10	\$53.60	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$83.59	\$109.390	\$109.390	\$136.19	
Group 11	\$54.60	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$83.59	\$110.890	\$110.890	\$138.19	
Group 12	\$55.60	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$84.59	\$112.390	\$112.390	\$140.19	
Group 13	\$56.60	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$85.59	\$113.890	\$113.890	\$142.19	

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> For classifications within each group, see page 10B.

<sup>c</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>d</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>e</sup> The Third Shift shall work 6.5 hours, exclusive of meal period for which 1.5 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

<sup>f</sup> Includes an amount for Annuity.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # LANDSCAPE OPERATING ENGINEER**

**DETERMINATION:** SC-63-12-33-2020-1

**ISSUE DATE:** February 22, 2020

**EXPIRATION DATE OF DETERMINATION:** October 31, 2020\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into on or after this date. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Francisco, Santa Clara, Santa Cruz, Stanislaus, and Ventura Counties.

CLASSIFICATION (JOURNEYPERSON)	Employer Payments						Straight Time Hours Rate	Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Vacation and Pension <sup>d</sup>	Holiday <sup>a</sup>	Training and Other	Daily Saturday <sup>b</sup>		Sunday <sup>c</sup>	Holiday <sup>c</sup>	
							1 1/2X	2X	3X	

Landscape Operating Engineer

Backhoe Operators

Forklifts-Tree Planting Equipment (jobsite)

HDR Welder-Landscape, Irrigation, Operating Engineers' Equipment

Roller Operators

Rubber-tired & Track Earthmoving Equipment

Skiploader Operators

Trencher-31 horsepower and up	\$40.16	\$11.00	\$11.00	\$3.55	\$7.50	\$0.15	8.0	\$67.66	\$87.74	\$107.82	\$147.98
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<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStartUp.htm>.

<sup>a</sup> Includes an amount per hour worked for supplemental benefits.

<sup>b</sup> Rate applies to the first four overtime hours daily and the first twelve hours on Saturday. Thereafter use the Sunday overtime rate.

<sup>c</sup> All work performed on a Dewatering operation on holidays and all other work on holidays except Labor Day and the 1st Saturday following the 1st Friday in the months of June and December is paid at Sunday rate.

<sup>d</sup> Includes an amount for the Defined Contribution Plan (Annuity).

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determination on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determination on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #Tunnel (Operating Engineer)**

**DETERMINATION:** SC-23-63-2-2020-2C

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Employer Payments						Straight -- Time		Overtime Hours		
	Basic Hourly Rate	Health and Welfare	Pension (d)	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (b)	Saturday (c)	Sunday/ Holiday (d)
Classification Groups									1 1/2X	1 1/2X	2X
Group 1	\$50.10	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$79.09	\$104.140	\$104.140	\$139.19
Group 2	\$50.88	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$79.87	\$105.310	\$105.310	\$140.35
Group 3	\$51.17	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.16	\$105.740	\$105.740	\$139.83
Group 4	\$51.31	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.30	\$105.880	\$105.880	\$139.97
Group 5	\$51.53	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.52	\$106.020	\$106.020	\$139.21
Group 6	\$51.64	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.63	\$106.150	\$106.150	\$139.27
Group 7	\$51.76	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.75	\$106.290	\$106.290	\$139.31
Group 8	\$53.11	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.10	\$108.650	\$108.650	\$139.21
Group 9	\$52.06	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.05	\$107.080	\$107.080	\$139.11

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

\* Includes an amount withheld for supplemental dues.

<sup>b</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>d</sup> Includes an amount for Annuity.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Heavy Construction work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**CLASSIFICATIONS:**

**GROUP 1**

Heavy Duty Repairman Helper

**GROUP 2**

Skiploader (wheel type up to 3000 lbs. attachment)

**GROUP 3**

Chainman  
Power-Driven Hoist Operator

**GROUP 4**

Dinker, Locomotive or Motorman (up to and including 10 tons)  
Rodman

**GROUP 5**

Sharpening  
Instrument Greaser  
Instrument Man  
Slip Forming Operator (power driven hydraulic lifting device for concrete forms)  
Hoist Operator (1 drum)  
Tunnel Hoist Operator (over 10 and up to and including 30 tons)  
Welder-General

**GROUP 6**

Backhoe Operator (up and including 3/4 yd.) Small Ford, Case or similar types  
Drill Doctor  
Grouting Machine Operator  
Heading Shield Operator  
Heavy Duty Repairman  
Jumbo Pipe Carrier  
Loader Operator (Athey, Euclid, Sierra and similar types)  
Mucking Machine Operator (1/4 yd rubber tired, rail or track type)  
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)  
Pneumatic Heading Shield (Tunnel)  
Pumpercrete Gun Operator  
Tractor Compressor Drill Combination Operator  
Tugger Hoist Operator (2 drum)  
Tunnel Locomotive Operator (over 30 tons)

**GROUP 7**

Heavy Duty Repairman-Welder Combination

**GROUP 8**

Party Chief

**GROUP 9**

Tunnel Mole Boring Machine Operator

**MISCELLANEOUS PROVISIONS:**

- Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
- All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
- Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #Tunnel (Operating Engineer) (Multi-Shift)**

**DETERMINATION:** SC-23-63-2-2020-2C1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension (d)	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (b) 1 1/2X	Saturday (c) 2X	Sunday/ Holiday (d) 3X
Classification Groups											
Group 1	\$50.10	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	7.5	\$79.09	\$105.310	\$104.140	\$129.19
Group 2	\$50.88	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	7.5	\$79.87	\$105.310	\$105.310	\$130.75
Group 3	\$51.17	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	7.5	\$80.16	\$105.745	\$105.745	\$131.03
Group 4	\$51.31	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	7.5	\$80.30	\$105.955	\$105.955	\$131.17
Group 5	\$51.53	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	7.5	\$80.52	\$106.270	\$106.270	\$132.05
Group 6	\$51.64	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	7.5	\$80.63	\$106.480	\$106.45	\$132.27
Group 7	\$51.76	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	7.5	\$80.75	\$106.690	\$106.690	\$132.51
Group 8	\$53.11	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	7.5	\$82.10	\$107.105	\$107.105	\$135.21
Group 9	\$52.06	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	7.5	\$81.05	\$107.000	\$107.080	\$133.11

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>d</sup> Includes an amount for Annuity.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for any work to be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**CLASSIFICATIONS:**

**GROUP 1**

Heavy Duty Repairman Helper

**GROUP 2**

Skiploader (wheel type up to 3/4 yd. bucket attachment)

**GROUP 3**

Chainman  
Power-Driver Jumbo Form Setter Operator

**GROUP 4**

Dinkey Locomotive or Motorman (up to and including 10 tons)  
Rodman

**GROUP 5**

Bit Sharpener  
Equipment Operator (Grease Truck)  
Equipment Operator  
Slipform Pump Operator (power driven hydraulic lifting device for concrete forms)  
Tugger Hoist Operator (1 drum)  
Tugger Hoist Operator (over 10 and up to and including 30 tons)  
Welder-Operator

**GROUP 6**

Backhoe Operator (up and including 3/4 yd.) Small Ford, Case or similar types  
Drill Doctor  
Grouting Machine Operator  
Heading Shield Operator  
Heavy Duty Repairman  
Jumbo Pipe Carrier  
Loader Operator (Athey, Euclid, Sierra and similar types)  
Mucking Machine Operator (1/4 yd rubber tired, rail or track type)  
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)  
Pneumatic Heading Shield (Tunnel)  
Pumpcrete Gun Operator  
Tractor Compressor Drill Combination Operator  
Tugger Hoist Operator (2 drum)  
Tunnel Locomotive Operator (over 30 tons)

**GROUP 7**

Heavy Duty Repairman-Welder Combination

**GROUP 8**

Party Chief

**GROUP 9**

Tunnel Mole Boring Machine Operator

**MISCELLANEOUS PROVISIONS:**

- Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
- All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
- Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER**

**DETERMINATION:** SC-23-63-2-2020-2D

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific information at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension (d)	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily	1 1/2X	2X
									1 1/2X	1 1/2X	2X
Classification Groups											
Group 1	\$49.03	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$78.00	\$102.535	\$125.535	\$127.05
Group 2	\$50.81	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$79.80	\$105.205	\$128.205	\$130.61
Group 3	\$52.81	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.80	\$108.205	\$131.205	\$134.61

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>d</sup> Includes an amount for Annuity.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for a day worked shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet @ <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.5 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**CLASSIFICATIONS:**

**GROUP I**

- Field Soils and Materials Tester
- Field Asphaltic Concrete (Soils and Materials Tester)
- Field Earthwork (Grading Excavation and Filling)
- Roof Inspector
- Water Proofer

**GROUP II**

- AWS-Certified Welding Inspector
- Building / Construction Inspector
- Licensed Grading Inspector
- Reinforcing Steel
- Reinforced Concrete
- Pre-Tension Concrete
- Post-Tension Concrete
- Structural Steel and Welding Inspector
- Glue-Lam and truss Joints
- Truss-Type Joint Construction
- Shear Wall and Floor System used as diaphragms
- Concrete batch Plant
- Spray-Applied Fireproofing
- Structural masonry

**Group III**

- Nondestructive Testing (NDT)

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (SPECIAL SHIFT)**

**DETERMINATION:** SC-23-63-2-2020-2D1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will be performed past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific information at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hours and Rate		
		Health and Welfare	Pension (d)	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (%)	Sunday 1 1/2X	Holiday 2X
Classification Groups											
Group 1	\$49.53	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$52.95	\$105.90	\$158.85	\$128.05
Group 2	\$51.31	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.25	\$160.50	\$240.75	\$131.61
Group 3	\$53.31	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.30	\$164.60	\$246.90	\$135.61

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWApprentice/PreAppWageStart.asp>.

\* Includes an amount withheld for supplemental dues.

^ Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^ Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^ Includes an amount for Annuity.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project which shall be filed with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be those provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet @ <http://www.dir.ca.gov/OPRL/DPPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPPreWageDetermination.htm>. Travel and/or subsistence provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**CLASSIFICATIONS:**

**GROUP I**

- Field Soils and Materials Tester
- Field Asphaltic Concrete (Soils and Materials Tester)
- Field Earthwork (Grading Excavation and Filling)
- Roof Inspector
- Water Proofer

**GROUP II**

- Automotive Welding Inspector
- Building Construction Inspector
- Licensed Grading Inspector
- Reinforcing Steel
- Reinforced Concrete
- Pre-Tension Concrete
- Post-Tension Concrete
- Structural Steel and Welding Inspector
- Glue-Lam and truss Joints
- Truss-Type Joint Construction
- Shear Wall and Floor System used as diaphragms
- Concrete batch Plant
- Spray-Applied Fireproofing
- Structural masonry

**Group III**

- Nondestructive Testing (NDT)

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (MULTI-SHIFT)**

**DETERMINATION:** SC-23-63-2-2020-2D2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will be performed on and past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific information at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly		
			Pension (e)	Vacation/ Holiday (a)	Training	Other Payments	Hours (d)	Total Hourly Rate	Daily (1 1/2X)	Sunday (1 1/2X)	Sunday Holiday (2X)
Classification Groups											
Group 1	\$50.03	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$77.98	\$111.95	\$111.95	\$129.05
Group 2	\$51.81	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.80	\$116.705	\$116.705	\$132.61
Group 3	\$53.81	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.80	\$119.705	\$119.705	\$136.61

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWageStart.asp>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>d</sup> The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the Sunday rate Monday through Friday.

<sup>e</sup> Includes an amount for Annuity.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet @ <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.5 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**CLASSIFICATIONS:**

**GROUP I**

Field Soils and Materials Tester  
Field Asphaltic Concrete (Soils and Materials Tester)  
Field Earthwork (Grading, Excavation and Drilling)  
Roof Inspector  
Water Proofer

**GROUP II**

AWS-CWI Welding Inspector  
Building / Construction Inspector  
Licensed Grading Inspector  
Reinforcing Steel  
Reinforced Concrete  
Pre-Tension Concrete  
Post-Tension Concrete  
Structural Steel and Welding Inspector  
Glue-Lam and truss Joints  
Truss-Type Joint Construction  
Shear Wall and Floor System used as diaphragms  
Concrete batch Plant  
Spray-Applied Fireproofing  
Structural masonry

**Group III**

Nondestructive Testing (NDT)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS  
CRAFT: LANDFILL WORKER (OPERATING ENGINEER)

**DETERMINATION:** SC-63-12-41-2020-1

**ISSUE DATE:** February 22, 2020

**EXPIRATION DATE OF DETERMINATION:** March 31, 2020\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, Santa Clara, Santa Cruz, Santa Barbara, and Ventura Counties.

CLASSIFICATION (Journey person)	Employer Payments						Straight-Time Hourly Rate				
	Basic Hourly Rate	Health and Welfare <sup>a</sup>	Pension	Vacation/Holiday	Training	Other Payments <sup>b</sup>	Hours	Total Hourly Rate	Daily Rate <sup>c</sup> (2X)	Saturday <sup>c</sup> (1 1/2X)	Sunday/Holiday (2X)
Mechanic	\$22.15	\$4.21	\$1.05	\$1.78	\$0.06	\$3.20	8	\$33.05	\$44.125	\$44.125	\$55.20
Lead Equipment Operator	20.15	4.12	.95	1.61	.06	3.44	8	30.33	40.405	40.405	50.48
Lead Truck Driver/ Equipment Operator	19.15	4.07	.90	1.52	.06	3.20	8	28.96	38.535	38.535	48.11
Truck Driver - End Dump/Walking Floor/Low Bed	18.15	4.02	.85	1.44	.06	3.20	8	27.60	36.675	36.675	45.75
Truck Driver - Roll Off/Transfer Station Loader Operator/Maintenance/ Fueler/Mechanic Helper	17.15	3.98	.80	1.35	.06	2.90	8	26.24	34.815	34.815	43.39
Scale House Load Checker/Water Truck Driver/Parts Runner	16.15	3.83	.75	1.27	.06	2.72	8	24.88	32.955	32.955	41.03
Laborer	13.00	3.61	.40	.68	.06	1.45	8	19.20	25.70	25.70	32.20

<sup>a</sup> Includes an amount for Sick Leave.

<sup>b</sup> Amount for employee stock ownership plan.

<sup>c</sup> Rate applies to the sixth consecutive day of work.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 1773.1 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained from the Office of the Director - Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: LIGHT FIXTURE MAINTENANCE**

**DETERMINATION:** SC-830-61-1-2020-1

**ISSUE DATE:** February 22, 2020

**EXPIRATION DATE OF DETERMINATION:** April 1, 2020\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within **Riverside** county. For other counties please contact the Division of Labor Statistics and Research prior to Bid Advertisement at (415) 703-4774.

CLASSIFICATION	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Sunday 1 1/2X	Holiday 2X
Lighting Maintenance Service Person	\$13.00	.29	---	.34	---	8	15.02	20.13	20.13	26.63

**DETERMINATION:** SC-830-61-2-2000-1

**ISSUE DATE:** February 22, 2000

**EXPIRATION DATE OF DETERMINATION:** April 1, 2000\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within **San Bernardino** county. For other counties please contact the Division of Labor Statistics and Research prior to Bid Advertisement at (415) 703-4774.

CLASSIFICATION	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate	
		Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Sunday Holiday 1 1/2X
Lighting Maintenance Service Person	\$11.76	2.43	.39	---	.50	8	16.88	23.66	23.66

**RECOGNIZED HOLIDAY:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays of the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which shall be filed with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. Contractors may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: FIRE SAFETY AND MISCELLANEOUS SEALING**

**DETERMINATION:** SC-3-5-4-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** August 31, 2021\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate <sup>a</sup>	Employer Payments				Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Other Payment	Hours	Total Hourly Rate	Daily and Saturday 1 1/2X	Sunday and Holiday 2X	Sunday and Holiday 3X <sup>e</sup>
<b>ASBESTOS WORKER</b>										
Fire Safety Technician - Class I <sup>c</sup> (0-2000 hrs)	\$18.49	\$9.66 <sup>b</sup>	-	\$0.90	\$0.05	8	\$29.12	\$38.345 <sup>d</sup>	\$47.59	\$66.08
Fire Safety Technician - Class II <sup>c</sup> (2001-4000 hrs)	\$23.79	\$9.66 <sup>b</sup>	-	\$1.26	\$0.05	8	\$34.76	\$46.65 <sup>d</sup>	\$58.55	\$82.34
Fire Safety Technician - Class III <sup>c</sup> (4001-6000 hrs)	\$25.83	\$9.66 <sup>b</sup>	\$8.12	\$1.33	\$0.05	8	\$44.99	\$59.05 <sup>d</sup>	\$70.82	\$96.65
Fire Safety Technician - Class IV <sup>c</sup> (6001 or more hrs)	\$29.97	\$9.66 <sup>b</sup>	\$8.12	\$1.53	\$0.05	8	\$49.33	\$64.315 <sup>d</sup>	\$79.30	\$109.27

**DETERMINATION:** SC-204-X-18-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** August 31, 2021\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate <sup>a</sup>	Health and Welfare	Employer Payments				Straight-Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday <sup>g</sup>	Other Payment	Hours	Total Hourly Rate	Daily and Saturday 1 1/2X	Sunday and Holiday 2X	Sunday and Holiday 3X	
<b>PLUMBER</b>											
Fire Safety Technician - Class I <sup>c</sup> (0-2000 hrs)	\$19.67	\$8.10	-	-	\$0.10	\$1.25	8	\$29.12	\$38.955 <sup>f</sup>	\$48.790	\$68.460
Fire Safety Technician - Class II <sup>c</sup> (2001-4000 hrs)	\$23.32	\$8.10	-	-	\$0.10	\$1.25	8	\$34.77	\$47.430 <sup>f</sup>	\$59.480	\$83.580
Fire Safety Technician - Class III <sup>c</sup> (4001-6000 hrs)	\$28.20	\$8.10	\$6.77	-	\$0.10	\$1.25	8	\$44.48	\$58.610 <sup>f</sup>	\$71.880	\$98.420
Fire Safety Technician - Class IV <sup>c</sup> (6001 or more hrs)	\$32.59	\$8.10	\$6.77	-	\$0.10	\$1.25	8	\$48.81	\$65.105 <sup>f</sup>	\$80.040	\$109.910

<sup>a</sup> Includes an amount per hour worked for Administrative Dues.

<sup>b</sup> Includes an amount for Occupational Health and Research.

<sup>c</sup> The 1st man on a job site shall be a Class IV Fire Safety Technician. A Class IV must be on a job site at all times.

<sup>d</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

<sup>e</sup> No work shall be performed on Labor Day, except in special cases of extreme emergency and then only when triple (3) times is paid.

<sup>f</sup> Rate applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

<sup>g</sup> Vacation/Holiday shall be paid at time and one half for all overtime hours and is included in the Basic Hourly Rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: FIRE SAFETY AND MISCELLANEOUS SEALING (SHIFT)**

**DETERMINATION:** SC-3-5-4-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** August 31, 2021\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate <sup>a</sup>	Employer Payments				Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Other Payment	Hours	Total Hourly Rate	Daily and Saturday 1 1/2X	Sunday and Holiday 2X	3X <sup>b</sup>
<b>ASBESTOS WORKER</b>										
Fire Safety Technician - Class I <sup>c</sup> (0-2000 hrs)	\$18.49	\$9.66 <sup>b</sup>	-	\$0.90	\$0.05	8	\$30.10	\$45.345 <sup>e</sup>	\$70.82	\$106.23
Fire Safety Technician - Class II <sup>c</sup> (2001-4000 hrs)	\$23.79	\$9.66 <sup>b</sup>	-	\$1.26	\$0.05	8	\$34.76	\$52.14	\$86.93	\$130.39
Fire Safety Technician - Class III <sup>c</sup> (4001-6000 hrs)	\$25.83	\$9.66 <sup>b</sup>	\$8.12	\$1.33	\$0.05	8	\$44.99	\$67.485	\$112.62	\$168.93
Fire Safety Technician - Class IV <sup>c</sup> (6001 or more hrs)	\$29.97	\$9.66 <sup>b</sup>	\$8.12	\$1.53	\$0.05	8	\$49.33	\$73.995	\$123.39	\$185.08

**DETERMINATION:** SC-204-X-18-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** August 31, 2021\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate <sup>a</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday <sup>h</sup>	Training	Other Payment	Hours	Total Hourly Rate	Daily/ Saturday 1 1/2X	Sunday/ Holiday 2X	3X
<b>PLUMBER</b>											
Fire Safety Technician - Class I <sup>c</sup> (0-2000 hrs)	\$20.65	\$8.10	-	-	\$0.10	\$1.25	8	\$30.10	\$45.15	\$70.20	\$105.30
Fire Safety Technician - Class II <sup>c</sup> (2001-4000 hrs)	\$22.83	\$8.10	-	-	\$0.10	\$1.25	8	\$35.98	\$53.97	\$80.95	\$121.42
Fire Safety Technician - Class III <sup>c</sup> (4001-6000 hrs)	\$29.59	\$8.10	\$6.77	-	\$0.10	\$1.25	8	\$45.81	\$68.715	\$103.07	\$154.60
Fire Safety Technician - Class IV <sup>c</sup> (6001 or more hrs)	\$31.83	\$8.10	\$6.77	-	\$0.10	\$1.25	8	\$50.30	\$75.45	\$113.17	\$169.75

<sup>a</sup> Includes an amount per hour worked for Administrative Dues.

<sup>b</sup> Includes an amount for Occupational Health and Research.

<sup>c</sup> The 1st man on a job site shall be a Class IV Fire Safety Technician. A Class IV must be on a job site at all times.

<sup>d</sup> When 2 or 3 shifts are employed the 2nd shift shall work 7.5 hours for 8 hours pay; the 3rd shift shall work 7 hours for 8 hours pay.

<sup>e</sup> Rate applies to the first 2.5 daily overtime hours on the 2nd shift; first 3 daily overtime hours on the 3rd shift; and the first 7.5 hours (2nd shift) and first 7 hours (3rd shift) worked on Saturday. All other overtime is at the Sunday & Holiday rate.

<sup>f</sup> Rate applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

<sup>g</sup> No work shall be performed on Labor Day, except in special cases of extreme emergency and then only when triple (3) times is paid.

<sup>h</sup> Vacation and Holiday shall be paid at time and one half for all overtime hours and is included in the Basic Hourly Rate.

**UNPAID HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

**DETERMINATION:** SC-23-102-2-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has not been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ and Holiday <sup>d</sup>	Training	Other Payment			Daily <sup>b</sup> 1 1/2X	Saturday <sup>bc</sup> 1 1/2X	Sunday and Holiday
<b>CLASSIFICATION GROUPS</b>											
Group 1	\$36.39	8.00	9.31	4.87	0.70	0.61	8	59.88	78.075	78.075	96.27
Group 2	36.94	8.00	9.31	4.87	0.70	0.61	8	60.43	78.900	78.900	97.37
Group 3	37.49	8.00	9.31	4.87	0.70	0.61	8	60.98	79.725	79.725	98.47
Group 4	39.04	8.00	9.31	4.87	0.70	0.61	8	62.53	82.050	82.050	101.57
Group 5	39.39	8.00	9.31	4.87	0.70	0.61	8	62.88	82.575	82.575	102.27

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> For classification within each group, see page 14.

<sup>b</sup> Any hours worked over 12 hours in a single workday are double (2) time.

<sup>c</sup> Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God or a situation beyond the employers control.

<sup>d</sup> Includes an amount per hour worked for supplemental dues

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATION GROUPS

**GROUP 1**

Boring Machine Helper (Outside)  
Certified Confined Space Laborer  
Cleaning and Handling of Panel Forms  
Concrete Screeding for Rough Strike-Off  
Concrete, Water Curing  
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber  
Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only  
Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers  
Flagman  
Gas, Oil and/or Water Pipeline Laborer  
Laborer, Asphalt-Rubber Material Loader  
Laborer, General or Construction  
Laborer, General Cleanup  
Laborer, Jetting  
Laborer, Temporary Water and Air Lines  
Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching  
Post Hole Digger (Manual)  
Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers  
Rigging and Signaling  
Scaler  
Slip Form Raisers  
Tarman and Mortar Man  
Tool Crib or Tool House Laborer  
Traffic Control by any method  
Water Well Driller Helper  
Window Cleaner  
Wire Mesh Pulling - All Concrete Pouring Operations

**GROUP 2**

Asphalt Shoveler  
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)  
Cesspool Digger and Installer  
Chucktender  
Chute Man, pouring concrete from the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks  
Concrete Curer-Install Membrane and Form Worker  
Cutting Torch Operator (Demolition)  
Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction  
Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man  
Gun Chaser  
Header and Man  
Installation of All Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt  
Laborer, Steel and Pans  
Membrane Vapor Barrier Installer  
Power Broom Sweepers (small)  
Riprap Stonepaver, placing stone or wet sacked concrete  
Roto Scraper and Tiller  
Sandblaster (Pot Tender)  
Septic Tank Digger and Installer (leadman)

**GROUP 2 (continued)**

Tank Scaler and Cleaner  
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders  
Underground Laborer, including Caisson Bellow

**GROUP 3**

Asphalt Installation of all fabrics  
Buggymobile Man  
Compactor (all types including Tampers, Barko, Wacker)  
Concrete Cutting Torch  
Concrete Pile Cutter  
Driller, Jackhammer, 2 1/2 ft. drill steel or  
Dri Pak-it Machine  
Gas, Oil and/or Water Pipeline Wrapper - 6-inch cover by any method, inside and out  
Impact Wrench, Multi-Plate  
Kettlemen, Potmen and Men applying asphalt, lay-kold, rosote, lime caustic and similar type materials  
Laborer, Fence  
Material Handler (Walls, Slabs, Floors and Decks)  
Operator of Pneumatic Gas, Electric Tools, Vibrating Machines, Pavement Breaker, Air Blower, Blenders, and similar mechanical tools not separately listed herein; operation of remote controlled robotic tools in connection with laborers work  
Pipelayer, Backup, coating, grouting, making of joints, sealing, caulking, diaphraging and including rubber gasket joints, pointing and any and all other services  
Power Post Hole Digger  
Rock Slinger  
Scarifier or Multiple Head Concrete Chipping Scarifier  
Steel Headerboard Man and Guideline Setter  
Trenching Machine, Hand Propelled

**GROUP 4**

Any Worker Exposed to Raw Sewage  
Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader Boxes (all types)  
Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander  
Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete  
Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer  
Head Rock Slinger  
High Scaler (including drilling of same)  
Laborer, Asphalt-Rubber Distributor Bootman  
Laser Beam in connection with Laborer's work  
Oversize Concrete Vibrator Operator, 70 pounds and over  
Pipelayer  
Prefabricated Manhole Installer  
Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast  
Subsurface Imaging Laborer  
Traffic Lane Closure, certified

**GROUP 5**

Blasters Powderman  
Driller  
Toxic Waste Removal  
Welding, certified or otherwise in connection with Laborers' work

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: TUNNEL WORKER (LABORER)**

**DETERMINATION:** SC-23-102-12-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training Other Payments	Hours	Total Hourly Rate	1 1/2X <sup>a</sup>	2X <sup>c</sup>	Sunday and Holiday	
Group I	\$42.54	\$8.00	\$9.31	<sup>a</sup> \$4.87	\$0.70	\$0.61	8	\$66.03	\$99.30	\$89.00	\$108.57
Group II	\$42.86	\$8.00	\$9.31	<sup>a</sup> \$4.87	\$0.70	\$0.61	8	\$66.35	\$99.78	\$89.78	\$109.21
Group III	\$43.32	\$8.00	\$9.31	<sup>a</sup> \$4.87	\$0.70	\$0.61	8	\$66.81	\$99.88	\$88.47	\$110.13
Group IV <sup>b</sup>	\$44.01	\$8.00	\$9.31	<sup>a</sup> \$4.87	\$0.70	\$0.61	8	\$67.50	\$99.50	\$89.505	\$111.51

<sup>a</sup> Includes an amount per hour worked for supplemental dues.

<sup>b</sup> The classification "Shaft and Raise Work" shall be applicable to all work from the entrance to the shaft and including surge chambers. This classification shall apply to all work involving surge chambers up to ground level.

<sup>c</sup> All work performed over 12 hours in a single work day shall be paid for overtime (2X).

**CLASSIFICATIONS**

**Group I**

Batch Plant Laborer  
Bottom Lander  
Changehouseman  
Dumpman  
Outside Dumpman  
Loading and Unloading Agitator Cars  
Nipper  
Pot Tender using mastic or other materials  
Rollover Dumpman  
Shotcrete Man (helper)  
Subsurface Laborer (non-miner)  
Swamper/Brakemen (Brakemen and Switchman on tunnel work)  
Tool Man  
Top Lander  
Tunnel Materials Handling Man

**Group II**

Bull Gang Maker  
Trackman  
Chemical Cut Jetman  
Chucktender  
Caulk Tender  
Concrete Crew - Hand Rodders and Spreaders  
Grout Mixer Man  
Grout Pump Man  
Operating of Leveling and/or Grouting Machines  
Vibrator  
Jack Hammer Pneumatic Tools (except driller)

**Group III**

Blaster  
Driller  
Powderman  
Berry Pickerman  
Cutterman  
Jackleg Miner  
Jumbo Man  
Kemper and other Pneumatic Concrete Placer Operator  
Miner - Tunnel (hand or machine)  
Micro-Tunneling, Micro-Tunneling Systems  
Nozzlemaster  
Powderman-Primer House  
Primer Man  
Sandblaster  
Segment Erector  
Steel Form Raiser and Setter  
Timberman, Retimberman, wood or steel  
Tunnel Concrete Finisher

**Group IV**

Shaft and Raise Work<sup>b</sup>  
Diamond Driller

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: GUNITE WORKER (LABORER)**

**DETERMINATION:** SC-102-345-1-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification (Journeyman)	Employer Payments					Straight-Time		Overtime Hourly Rate				
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Other Payments	Hours	Total Hourly Rate	1 1/2X <sup>a</sup>	2X <sup>b</sup>	1 1/2X <sup>c</sup>	2X	Sunday and Holiday
Ground Wire Man, Nozzleman, Rodman	\$45.05 <sup>d</sup>	8.00	7.60	<sup>a</sup> 6.00	0.09	8	89.265	111.79	111.79	111.79	111.79	111.79
Gunman	44.10 <sup>d</sup>	8.00	7.60	<sup>a</sup> 6.00	0.09	8	65.79	87.84	109.89	87.84	109.89	109.89
Reboundman	40.56 <sup>d</sup>	8.00	7.60	<sup>a</sup> 6.00	0.09	8	62.25	82.53	102.81	82.53	102.81	102.81
Entry-Level Gunite Worker Step 1 <sup>e</sup> (0-1000 hours)	28.30 <sup>d</sup>	4.93	6.71	<sup>a</sup> 6.00	0.00	8	40.00	60.15	74.30	60.15	74.30	74.30
Entry-Level Gunite Worker Step 2 <sup>e</sup> (1001- 2000 hours)	30.30 <sup>d</sup>	4.93	6.71	<sup>a</sup> 6.00	0.06	8	48.06	63.15	78.30	63.15	78.30	78.30

<sup>a</sup> Includes an amount per hour worked for Supplemental Time.

<sup>b</sup> Rate applies to the first 3 overtime hours.

<sup>c</sup> Rate applies to the first 11 overtime hours.

<sup>d</sup> Employees working from a Bos'n's Chair or suspended from a rope or cable shall receive \$0.40/hour above this rate.

<sup>e</sup> Ratio is one Entry-Level Gunite Worker for the first Journeyman on the job (although the Entry-Level Gunite Worker may be the 2<sup>nd</sup> worker on the job) and 1 Entry-Level Gunite Worker for every Journeyman thereafter (the Entry-Level Gunite Worker may not be on the job until after all 4 Journeymen are on the job).

<sup>f</sup> In the event it is not reasonably possible to complete forty (40) hours of work on an eight (8) hour day shift, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: HOUSEMOVER (LABORER)**

**DETERMINATION:** SC-102-507-1-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

CLASSIFICATION (Journey person)	Employer Payments							Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday <sup>a</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily <sup>c</sup> 1 1/2X	Saturday <sup>c,d</sup> 1 1/2X	Sunday/ Holiday 2X	
Housemover	\$36.44	8.00	9.31	4.80	0.00	0.00	8.0	59.83	78.05	78.05	96.27	

<sup>a</sup> Includes Supplemental Dues contribution.

<sup>b</sup> Include an amount for Contract Administration Fund (\$0.07), Contract Compliance Trust Fund (\$0.30), Industry Fund (\$0.08), and Laborers Trusts' Administrative Trust Fund (\$0.06).

<sup>c</sup> Any hours over 12 hours in a single workweek are double time.

<sup>d</sup> If the employee is unable to complete the forty (40) hours during the normal workweek, Monday through Friday, due to inclement weather or a situation beyond the employers control, then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate in the same workweek.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #LANDSCAPE/IRRIGATION LABORER/TENDER**

**DETERMINATION:** SC-102-X-14-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** July 31, 2021\*\* The rate to be paid for work performed after this date has been determined. If it extends past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

CLASSIFICATION (Journey person)	Employer Payments						Straight-Time		Time Hour		Sunday/ Holiday
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Hourly Rate	1/2X	1 1/2X	
Landscape/Irrigation Laborer	\$34.58	\$8.00	\$9.31	\$4.87 <sup>a</sup>	\$0.70	\$0.48	8	\$57.73	\$75.23	\$75.23	\$92.52
Landscape Hydro Seeder	\$35.68	\$8.00	\$9.31	\$4.87 <sup>a</sup>	\$0.70	\$0.48	8	\$59.04	\$76.88	\$76.88	\$94.72

**DETERMINATION:** SC-102-X-14-2020-1A

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** July 31, 2021\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date if no subsequent determination is issued.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

Landscape/Irrigation Tender <sup>c</sup>	\$15.53	\$2.65	\$1.35	\$1.03 <sup>a</sup>	--	--	8	\$20.56	\$28.325	\$28.325	\$36.09
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#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes an amount per hour worked for Supplemental Dues.

<sup>b</sup> Rate applies to first 4 daily overtime hours and the first 12 hours on Saturday. All overtime is paid at the Sunday and Holiday double-time rate.

<sup>c</sup> The first employee on the jobsite shall be a Landscape/Irrigation Laborer; the second employee on the jobsite must be an Apprentice or a Landscape/Irrigation Laborer; and the third and fourth employees may be Tenders. The fifth employee on the jobsite shall be a Landscape/Irrigation Laborer; the sixth employee must be an Apprentice or a Landscape/Irrigation Laborer; and the seventh and eighth employees may be Tenders. Thereafter, Tenders may be employed with Landscape/Irrigation Laborers in a 50/50 ratio on each jobsite. However, plant establishment may be performed exclusively by Landscape/Irrigation Tenders without the supervision of a Journeyman.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PrevWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the Travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or Subsistence provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: TREE MAINTENANCE<sup>1</sup> (LABORER)**

**(APPLIES ONLY TO ROUTINE TREE MAINTENANCE WORK, NOT CONSTRUCTION AND/OR LANDSCAPE CONSTRUCTION<sup>2</sup>)**

**DETERMINATION:** SC-102-X-20-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, Santa Cruz, Santa Clara, Santa Barbara and Ventura Counties.

CLASSIFICATION <sup>a</sup> (Journey person)	Employer Payments						Straight Hours	Total Hourly Rate	Over the Hourly Rate	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other			Daily 1 1/2X <sup>b</sup>	Sunday/ Holiday 2X
Senior Tree Trimmer	\$22.10	\$2.55	\$2.00	\$2.47		\$0.30	8	\$29.42	\$40.47	\$51.52
Tree Trimmer	\$20.10	\$2.55	\$2.00	\$2.27	-	\$0.30	8	\$27.22	\$37.27	\$47.32
Groundsperson	\$17.35	\$2.55	\$2.00	\$2.12	-	\$0.30	8	\$24.32	\$32.995	\$41.67

<sup>a</sup> There shall be at least one Senior Tree Trimmer on crews of three or more.

<sup>b</sup> Monday thru Saturday shall constitute a workweek. Rate applies to first 4 overtime hours Monday thru Saturday, and all time worked in excess of forty (40) hours per workweek. All other time is paid at the Sunday and Holiday double-time rate.

<sup>1</sup> This determination does not apply to the work of landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.

<sup>2</sup> This determination does not apply to tree trimming, removal, or planting work performed on construction or landscape construction contracts.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determination on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or Subsistence provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

**CRAFT: LANDSCAPE MAINTENANCE LABORER**

(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION)<sup>1</sup>

**DETERMINATION:** SC-LML-2020-1

**ISSUE DATE:** February 22, 2020

**EXPIRATION DATE OF DETERMINATION:** March 31, 2020\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Str	ht-Time	Overtime
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hourly Rate	Total Hourly Rate	1/2X
Imperial	\$13.00	-	-	<sup>a</sup> 0.115	0.17	-	-	<sup>b</sup> 13.285	<sup>b</sup> 19.785
Inyo, Mono and San Bernardino	13.00	-	-	0.30	0.17	-	8	13.47	19.97
Kern	13.00	-	-	<sup>c</sup> 0.16	0.17	-	8	13.33	<sup>b</sup> 19.83
	13.00	-	-	<sup>d</sup> 0.27	0.46	-	8	<sup>b</sup> 13.73	<sup>b</sup> 20.23
Los Angeles	13.00	0.89	-	<sup>e</sup> 0.115	0.14	-	-	<sup>b</sup> 14.145	<sup>b</sup> 20.645
Orange	13.00	-	-	<sup>f</sup> 0.11	0.11	-	8	<sup>b</sup> 13.22	<sup>b</sup> 19.72
Riverside	13.00	-	-	<sup>g</sup> 0.20	0.15	-	8	<sup>b</sup> 13.36	<sup>b</sup> 19.86
San Diego	13.00	-	-	0.22	0.15	-	8	13.335	19.835
	13.00	-	-	0.22	0.15	-	8	13.36	19.86
San Luis Obispo	13.00	-	-	<sup>k</sup> 0.15	0.15	-	8	13.30	19.80
	13.00	-	-	0.16	0.16	-	8	13.32	19.82
Santa Barbara	13.00	-	-	0.12	0.12	-	8	<sup>b</sup> 13.24	<sup>b</sup> 19.74
	13.00	-	-	<sup>i</sup> 0.13	0.13	-	8	<sup>b</sup> 13.26	<sup>b</sup> 19.76
Ventura	13.00	-	-	0.11	0.16	-	8	13.275	19.775
	13.00	0.97	-	<sup>j</sup> 0.11	0.26	-	8	<sup>b</sup> 16.42	<sup>b</sup> 22.92

**NOTE:** If there are two rates, the first rate is for routine work, the second rate is for complex work.

- <sup>a</sup> \$0.22 after 3 years of service.
- <sup>b</sup> Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
- <sup>c</sup> \$0.31 after 2 years of service.
- <sup>d</sup> \$0.54 after 2 years of service; \$0.81 after 3 years of service.
- <sup>e</sup> \$0.24 after 3 years of service; \$0.27 after 7 years of service.
- <sup>f</sup> \$0.22 after 4 years of service.
- <sup>g</sup> \$0.40 after 3 years of service.
- <sup>h</sup> \$0.23 after 2 years of service.
- <sup>i</sup> \$0.27 after 2 years of service.
- <sup>j</sup> \$0.38 after 3 years of service.
- <sup>k</sup> \$0.29 after 2 years of service.
- <sup>l</sup> \$0.31 after 2 years of service.

<sup>1</sup> This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work covered under this determination:

- ROUTINE** – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.
- COMPLEX** – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: ASBESTOS AND LEAD ABATEMENT (LABORER)**

**DETERMINATION:** SC-102-882-1-2020-1

**ISSUE DATE:** February 22, 2020

**EXPIRATION DATE OF DETERMINATION:** February 28, 2021\*\* The rate to be paid for work performed after this date has not yet been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties

Classification (Journey person)	Employer Payments						Night-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday <sup>a</sup>	Training Center <sup>b</sup>	Other <sup>b</sup>	Hours	Total Hourly	Daily 1 1/2X	Saturday <sup>c</sup> 1 1/2X	Sunday/ Holiday 2X
Asbestos and Lead Abatement Worker	\$36.13	7.47	9.15	4.97	0.75	1	\$58.98	\$77.045	\$77.045	\$95.11	

<sup>a</sup> Includes an amount for supplemental dues.

<sup>b</sup> Includes amounts for Center for Contract Compliance, Contract Administration Fund, Industry Fund, and Laborers' Trust Administrative Trust Fund.

<sup>c</sup> Saturdays in the same work week may be worked at straight-time if the job is shut down during the normal work week due to inclement weather, or reasons beyond the control of the employer.

**NOTE:** Asbestos Abatement must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (916) 574-2993.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in a collectively bargained agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the Travel and/or subsistence provisions for current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: # PARKING AND HIGHWAY IMPROVEMENT  
(STRIPING, SLURRY AND SEAL COAT OPERATIONS-LABORER)**

**DETERMINATION:** SC-23-102-6-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has not been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Francisco, Santa Clara, Santa Cruz, Santa Monica, Santa Barbara and Ventura counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Over-Time		
		Health and Welfare	Pension	Vacation/ Holiday	Training Other	Other	Hours <sup>b</sup>	Total Hourly Rate	Day <sup>c</sup> 1/2X	6th Day <sup>c</sup> 1X	7th Day <sup>c</sup> 2X
<b>CLASSIFICATION GROUPS</b>											
Group 1	\$39.06	\$8.00	\$6.26	\$5.11 <sup>a</sup>	\$1.32	\$0.50	8	\$60.25	\$79.78	\$79.78	\$99.31
Group 2	40.36	8.00	6.26	5.11 <sup>a</sup>	1.32	0.50	8	61.55	81.73	81.73	101.91
Group 3	42.37	8.00	6.26	5.11 <sup>a</sup>	1.32	0.50	8	63.56	84.745	84.745	105.93
Group 4	44.11	8.00	6.26	5.11 <sup>a</sup>	1.32	0.50	8	65.57	87.355	87.355	109.41

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Includes an amount per hour worked for Supplemental Dues.

<sup>b</sup> Straight-time hours: 8 consecutive hours per day. 40 hours over consecutive days, Monday through Sunday shall constitute a week's work at straight time.

<sup>c</sup> The sixth consecutive day in the same work week may be worked at straight time if the job is shut down during work week due to inclement weather.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**CLASSIFICATION GROUPS:**

**Group 1**

Protective coating, Pavement sealing (repairs and filling of cracks by any method) parking lots, courts and playgrounds and tracks, whether indoor or outdoor, automatic water meter, Automatic Meter Mounted Attenuator installation of carstops Traffic Control Person & Serviceman; including work of installing and producing utility covers, traffic delineating devices, posting of no parking and notifications for public convenience Asphalt Repair Equipment Repair Technician Truncated Dome Assitant Decorative Asphalt Surfacing Applicator Assistant

**Group 2**

Traffic Surface Abrasive Blaster Pot Tender Traffic Control Person/Certified Traffic Control Person Repairing and filling of cracks and surface cleaning on streets, highways, and airports by any means, and other work not directly connected with the application of slurry seal Slurry Seal Squeegeeman (finisher) Bob Cat/Skid Steer Seal Roller Forklift

**Group 3**

Traffic Delineating Device Applicator Traffic Protective System Installer Pavement Marking Applicator

Slurry Seal Applicator Operator (Line Driver-including self-contained distribution units, aggregate spreader truck) Shuttleman (loader/slurry machine operations) operation of all related machinery and equipment; handling of related materials Truncated Dome Technician Decorative Asphalt Surfacing Applicator

**Group 4**

Traffic Striping Applicator Slurry Seal Mixer Operator Power Broom Sweeper (operation of all related trucks, machinery and equipment; Handling of related materials)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON

DETERMINATION: SC-23-203-2-2020-1

ISSUE DATE: August 22, 2020

EXPIRATION DATE OF DETERMINATION: June 30, 2021\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date. No subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Santa Cruz, and Ventura Counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Employer Payments					Straight- Time Hours	Total Daily Rate 1 1/2X	Time Hourly Rate 1/2X	Sunday/ Holiday 2X	
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments					
Cement Mason, Curb and Gutter Machine Operator; Clary and Similar Type of Screed Operator (Cement only); Grinding Machine Operator (all types); Jackson Vibratory, Texas Screed and Similar Type Screed Operator; Scoring Machine Operator	\$38.50	8.27	9.86	7.14 <sup>b</sup>	0.64	0.24	8	64.65	83.90 <sup>c</sup>	83.90 <sup>c</sup>	103.15
Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings, Dex-O-Tex	\$38.62	8.27	9.86	7.14 <sup>b</sup>	0.64	0.24	8	64.77	84.08 <sup>c</sup>	84.08 <sup>c</sup>	103.39
Floating and Troweling Machine Operator	\$38.75	8.27	9.86	7.14 <sup>b</sup>	0.64	0.24	8	64.90	84.275 <sup>c</sup>	84.275 <sup>c</sup>	103.65

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageSteps.jsp>

<sup>a</sup> Saturday in the same work week may be worked at straight-time rate, up to 8 hours on Saturday or when the employee has worked a total of 40 hours in the work week, if it is not reasonably possible for any individual employee on a particular job site to complete 40 hours of work on a 8 hour day, Monday through Friday, due to inclement weather or similar act of God or a situation beyond the control of the contractor.

<sup>b</sup> Includes an amount for supplemental benefits.

<sup>c</sup> Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other time is paid at the double time (2X) rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to workers to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #TEAMSTER (SPECIAL SHIFT)**  
**(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**DETERMINATION:** SC-23-261-2-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has not been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director -- Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

Classification <sup>c</sup> (Journeyman)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ Holiday	Training <sup>e</sup>	Other Payments <sup>f</sup>	Hours	Total Hourly Rate	Daily <sup>d</sup> 1 1/2 X	Saturday 1 1/2 X	Sunday/ Holiday 2X
Group I	33.09	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	64.13	80.58	80.68	97.22
Group II	33.24	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	64.28	80.73	80.90	97.52
Group III	33.37	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	64.41	81.10	81.10	97.78
Group IV	33.56	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	64.60	81.38	81.38	98.16
Group V	33.59	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	64.63	81.43	81.43	98.22
Group VI	33.62	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	64.66	81.47	81.47	98.28
Group VII	33.87	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	64.91	81.85	81.85	98.78
Group VIII	34.12	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	65.16	82.22	82.22	99.28
Group IX	34.32	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	65.36	82.52	82.52	99.68
Group X	34.62	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	65.66	82.97	82.97	100.28
Group XI	35.12	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	66.16	83.72	83.72	101.28
Subjourneyman <sup>b</sup>											
0-2000 hours	18.80	19.62	6.00	2.00 <sup>a</sup>	1.22	1.05	8	48.69	55.59	55.59	67.49
2001-4000 hours	20.80	19.62	6.00	2.25 <sup>a</sup>	1.22	1.05	8	50.94	58.84	58.84	71.74
4001-6000 hours	22.80	19.62	6.00	2.50 <sup>a</sup>	1.22	1.05	8	53.19	62.09	62.09	75.99
Over 6000 hours and thereafter at journeyman rates											

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/standards.html>.

<sup>a</sup> Includes an amount for Supplemental Disadvantaged Business Enterprise (SDBE) for one subjourneyman for every five journeymen.

<sup>c</sup> For classifications within each group, see page 21A.

<sup>d</sup> Rate applies to the first 4 daily overtime hours and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

<sup>e</sup> Includes \$1.00 for Teamster Training and Upgrading Trust.

<sup>f</sup> Includes \$0.60 for Apprentice Program Fund.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collectively bargained agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/opri/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director -- Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/opri/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director -- Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #TEAMSTER (SECOND SHIFT)**  
**(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**DETERMINATION:** SC-23-261-2-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has not been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

Classification <sup>c</sup> (Journeyman)	Employer Payments						Straight-Time		Overtime Hourly Rates		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training <sup>f</sup>	Other Payments <sup>g</sup>	Hours <sup>d</sup>	Total Hourly Rate	Daily <sup>e</sup> 1 1/2 X	Saturday 1 1/2 X	Sunday/ Holiday 2X
Group I	33.59	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	64.63	81.43	81.43	98.22
Group II	33.74	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	64.78	81.65	81.65	98.52
Group III	33.87	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	64.91	81.85	81.85	98.78
Group IV	34.06	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	65.10	82.13	82.13	99.16
Group V	34.09	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	65.13	82.18	82.18	99.22
Group VI	34.12	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	65.16	82.22	82.22	99.28
Group VII	34.37	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	65.41	82.60	82.60	99.78
Group VIII	34.62	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	65.66	82.97	82.97	100.28
Group IX	34.82	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	65.86	83.27	83.27	100.68
Group X	35.12	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	66.16	83.72	83.72	101.28
Group XI	35.62	19.62	6.00	3.15 <sup>a</sup>	1.22	1.05	8	66.66	84.47	84.47	102.28
Subjourneyman <sup>b</sup>											
0-2000 hours	18.80	19.62	6.00	2.00 <sup>a</sup>	1.22	1.05	8	48.69	58.09	58.09	67.49
2001-4000 hours	20.80	19.62	6.00	2.25 <sup>a</sup>	1.22	1.05	8	50.94	61.34	61.34	71.74
4001-6000 hours	22.80	19.62	6.00	2.50 <sup>a</sup>	1.22	1.05	8	53.19	64.59	64.59	75.99
Over 6000 hours and thereafter at journeyman rates											

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.htm>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/>

<sup>a</sup> Includes an amount for Supplemental Unemployment Benefits.

<sup>b</sup> Subjourneyman may be employed at a rate of one subjourneyman for every five journeymen.

<sup>c</sup> For classification within a group, see page 1A.

<sup>d</sup> The third shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

<sup>e</sup> Rate applies to the first 4 daily overtime hours and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

<sup>f</sup> Includes \$1.22 for Teamster Training and Upgrading Trust.

<sup>g</sup> Includes \$60 for Apprenticeship Program Fund.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the prevailing agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determination on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: # HORIZONTAL DIRECTIONAL DRILLING (LABORER)**

**DETERMINATION:** SC-102-1184-1-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight Time Hours	Straight Time Hourly Rate	Overtime Hourly Rate		
			Pension	Vacation/ Holiday <sup>a</sup>	Training	Other Payments			Daily <sup>b</sup> 1/2x	Saturday <sup>b</sup> 1 1/2x	Sunday/ Holiday 2x
<b>GROUP I</b>											
(Drilling Crew Laborer)	\$37.85	\$8.00	\$5.66	\$3.40	\$0.00	\$0.99	8	\$56.30	75.225	75.225	\$94.15
<b>GROUP II</b>											
(Vehicle Operator/Hauler)	\$38.02	\$8.00	\$5.66	\$3.40	\$0.40	\$0.99	8	\$56.47	75.480	75.480	\$94.49
<b>GROUP III</b>											
(Horizontal Directional Drill Operator)	\$39.87	\$8.00	\$5.66	\$3.40	\$0.40	\$0.99	8	\$58.32	78.255	78.255	\$98.19
<b>GROUP IV</b>											
(Electronic Tracking Locator, Subsurface Imaging Laborer)	\$41.87	\$8.00	\$5.66	\$3.40	\$0.40	\$0.99	8	\$60.32	81.255	81.255	\$102.19

# Indicates an apprenticeable craft. The current apprentice rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStat.htm>

<sup>a</sup> Includes an amount for Supplemental Pensions.

<sup>b</sup> In the event, due to inclement weather, major equipment breakdown, or similar Act of God, it is not reasonably possible to complete forty (40) hours of work Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, and holidays to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to employees working on the project. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # HORIZONTAL DIRECTIONAL DRILLING (LABORER)**

**DETERMINATION:** SC-102-1184-1-2019-1

**ISSUE DATE:** August 22, 2019

**EXPIRATION DATE OF DETERMINATION:** June 30, 2020\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight Time Hours	Straight Time Hourly Rate	Over Time Daily 1 1/2x	Over Time Saturday <sup>b</sup> 1 1/2x	Over Time Sunday/ Holiday 2x
		Health and Welfare	Pension	Vacation/ Holiday <sup>a</sup>	Training	Other Payments					
<b>GROUP I</b> (Drilling Crew Laborer)	\$36.70	\$7.47	\$5.25	\$3.40	\$0.40	\$0.98	8	\$54.20	72.550	72.550	\$90.90
<b>GROUP II</b> (Vehicle Operator/Hauler)	\$36.87	\$7.47	\$5.25	\$3.40	\$0.40	\$0.98	8	\$54.37	72.805	72.805	\$91.24
<b>GROUP III</b> (Horizontal Directional Drill Operator)	\$38.72	\$7.47	\$5.25	\$3.40	\$0.40	\$0.98	8	\$56.22	75.580	75.580	\$94.94
<b>GROUP IV</b> (Electronic Tracking Locator, Subsurface Imaging Laborer)	\$40.72	\$7.47	\$5.25	\$3.40	\$0.40	\$0.98	8	\$58.22	78.580	78.580	\$98.94

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageState.htm>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Includes an amount for Supplemental Unemployment Benefits.

<sup>b</sup> In the event, due to inclement weather, major equipment breakdown, or similar Act of God, it is not reasonably possible to complete forty (40) hours of work Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement for the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker on the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

*Section 12  
Federal Minimum Wage  
(Pink Pages)*

*inserted here*

"General Decision Number: CA20210026 03/19/2021

Superseded General Decision Number: CA20200026

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Bernardino County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour or the applicable wage rate listed on this wage determination, if it is higher, for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the performance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the confirmed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dhs.gov/whd/eovcontracts](http://www.dhs.gov/whd/eovcontracts).

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	02/12/2021
3	03/05/2021
4	03/19/2021

ASBE0005-002 07/06/2020

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 45.39	23.74
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 28.92	18.73

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ASBE0005-004 07/01/2019

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not).	20.63	12.17

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\* BOIL0092-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 46.03	38.81

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\* BRCA0004-011 05/01/2020

	Rates	Fringes
BRICKLAYER/MASON SETTER.....	\$ 41.48	18.63

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\*The wage scale for prevailing wage projects performed in  
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine  
Palms, Needles and 1-15 corridor (Barstow to the Nevada  
State Line) will be Three Dollars (\$3.00) above the  
standard San Bernardino/Riverside County hourly wage rate  
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BRCA0018-004 06/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.43	14.11
TILE FINISHER.....	\$ 28.23	12.65
TILE LAYER.....	\$ 40.07	18.36

BRCA0018-010 09/01/2020

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.66	14.20
TERRAZZO WORKER/SETTER.....	\$ 41.60	14.73

CARP0409-001 07/01/2018

	Rates	Fringes
<b>CARPENTER</b>		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 41.34	19.17
(2) Millwright.....	42.11	19.17
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frame, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	42.54	19.17
(4) Pneumatic Nail, Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17
(7) Power Saw Operator.....	\$ 40.93	19.17

FOOTNOTE: Work of forming in the construction of open cut  
sewer or storm drains, on operations in which horizontal  
lagging is used in conjunction with steel H-Beams driven or  
placed in pre-drilled holes, for that portion of a lagged  
trench against which concrete is poured, namely, as a  
substitute for back forms (which work is performed by  
piledrivers): \$0.13 per hour additional.

CARP0409-002 07/01/2016

	Rates	Fringes
<b>Diver</b>		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "'Rates' column are per day

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 CARP0409-005 07/01/2015

	Rates	Fringes
<b>Drywall</b>		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

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 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	41

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 ELEC0440-004 12/28/2020

**COMMUNICATIONS AND SYSTEMS WORK**

	Rates	Fringes
<b>Communications System</b>		
Installer.....	\$ 17.60	3%+15.84
Technician.....	\$ 33.09	15.89

**SCOPE OF WORK:**

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, alarm transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function

or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

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 ELEC0477-002 06/01/2020

	Rates	Fringes
Electricians:.....	\$ 43.25	3%+24.83

CABLE SPLICER: \$1.50 per hour above Electrician rate.  
 TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors

Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage rate.

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 ELEC1245-001 06/01/2020

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer...	\$ 29.14	20.78
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below, overhead & underground distribution line equipment)...	\$ 47.24	19.59
(3) Groundman .....	\$ 36.12	19.19
(4) Powderman .....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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 ELEV0018-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.32	35.825+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	27.20
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.76	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.71	25.25
GROUP 12.....	\$ 51.44	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20
OPERATOR: Power Equipment		
(Cranes, Lifting & Hoisting)		
GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20

GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Sea View Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corps Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on grout work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Barge and Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engine Oiler; Forklift operator (includes load, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes load, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Speed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift,

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar types); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calwell 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed); Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine pool operator; Maginnis internal full slab vibrator; Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clark-Johnson-Biswell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road mix mixing machine operator; Roller operator (asphalt or finisher); Rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled lining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1

drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolon belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie loader, similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey, Wilson and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1000 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 1-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor or all combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe tapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types

(Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slipform operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 200 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe rammer or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading 2 or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal trimmer operator; Canal trimmer operator; Remote control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple

engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes load, full or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar type); Material hoist and/or manlift operator; Polar entry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### CHANNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE and SAN BERNARDINO Counties as defined below:

That area within the following boundary: Begin in San Bernardino County, approximately 5 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W on a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, at that point which is the SE corner of Section 34, T24S, R39E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue

W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary. Begin approximately 5 miles north of the community of Cholara, on the Kern County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 34, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21W, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis

Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27N, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

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 ENGI0012 01/01/2020

	Rates	Fringes
OPERATOR Power Equipment		
(DRILLING)		
(1) Leveehand.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00

(6) Barge Mate.....\$ 49.84 30.00

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IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LAB00300-005 07/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos-containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LAB00345-001 07/01/2020

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 45.05	19.62
GROUP 2.....	\$ 44.10	19.62
GROUP 3.....	\$ 40.56	19.62

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO0783-002 07/01/2020

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 42.54	21.04
GROUP 2.....	\$ 42.86	21.04
GROUP 3.....	\$ 43.32	21.04
GROUP 4.....	\$ 44.01	21.04
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scale. Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curb, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form, Guinea chaser; Headerboard person, asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scrape and tiller; Sandblaster (pot tender); Sepsic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pilsburg chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggy, pile person; Concrete cutting torch; Concrete pile cutter; Driver, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein;

Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product, whatever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installation; Sandblaster (nozzle person), water blasting, Porta Blaster

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person, tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabetender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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 LAB00783-005 07/01/2020

	Rates	Fringes
Brick Tender.....	\$ 34.00	7.77

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 LAB01184-001 07/01/2020

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer..	37.55	15.99
(2) Vehicle Operator/Hauler..	\$ 38.60	15.99
(3) Horizontal Directional Drill Operator.....	\$ 41.87	15.99
(4) Electronic Tracking Locator.....	41.87	15.99
Laborers: (STRIPING/CURRY SEAL)		
GROUP 1.....	\$ 39.06	19.01
GROUP 2.....	\$ 40.36	19.01
GROUP 3.....	\$ 42.37	19.01
GROUP 4.....	\$ 44.11	19.01

LABORER - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control

person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LAB01414-003 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER.....	\$ 35.03	21.01
PLASTER TENDER.....	38.58	21.01

Work on a swing stage scaffold: \$10.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:  
 Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Support Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

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PAINT 06-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12

(2) All Other Work.....\$ 33.12 17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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PAIN0036-008 10/01/2020

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 43.18	20.92

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PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.49

FOOTNOTE: Additional \$1.25 per hour for work in condor, from the third (3rd) floor and up. Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.75	14.03

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PLAS0200-008 07/01/2019

	Rates	Fringes
PLASTER.....	\$ 43.73	16.03

FORT WORTH; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: \$3.00 additional per hour.

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PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	38.50	25.91

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PLUM0016-002 09/01/2020

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Work at Edwards AFB.....	\$ 59.28	24.71
Work at Fort Irwin Army Base.....	\$ 61.88	23.66
Work at Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base at Yermo and Twenty-Nine Palms Marine Base.....	\$ 59.28	24.71
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space.....	\$ 50.70	23.66
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 38.71	21.06
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 52.28	24.71

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PLUM0345-001 09/01/2020

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 35.30	24.10
Sewer/Storm Drain Work....	\$ 39.39	21.48

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PLUM003-002 09/15/2020

	Rates	Fringes
ROOFER.....	\$ 40.77	18.22

FOOTNOTE: Pitch premium: Work on which employees are exposed

to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

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 SFCA0669-009 01/01/2021

Does not include the northern part of the City of Chino, or the Cities of Montclair and Ontario

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.83	26.23

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 SFCA0709-004 01/01/2021

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 48.71	29.15

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 SHEE0105-003 01/01/2021

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, MONTESELE, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER (1) Commercial - New Construction and Remodel work.....	\$ 48.28	29.46
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding architectural sheet metal work, excluding A-C, heating, ventilating systems for human comfort....	\$ 48.28	29.46

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 TEAM0011-002 07/01/2020

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59
GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 34.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

**WORK ON ALL MILITARY BASES:**

**PREMIUM PAY:** \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Mendenhall, Vandenberg AFB]

**TRUCK DRIVERS CLASSIFICATIONS**

**GROUP 1:** Truck driver

**GROUP 2:** Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

**GROUP 3:** Driver of vehicle or combination of vehicles - 3 axles; Concrete mixer; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

**GROUP 4:** Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

**GROUP 5:** Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

**GROUP 6:** Transit mix truck, 3 yds. or more; Dumpcrete truck,

6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13758 establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "U" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for the classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice manual, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

*Section 13*  
*EXHIBIT 12-G*  
*(Yellow Pages)*

*inserted here*

**EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE**  
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.  
The following language, with minor edits, was taken from the Code of Federal Regulations.

**MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION**

**1. DISADVANTAGED BUSINESS ENTERPRISES (DBE) ..... 2**

**A. NONDISCRIMINATION STATEMENT ..... 2**

**B. CONTRACT ASSURANCE ..... 3**

**C. PROMPT PROGRESS PAYMENT ..... 3**

**D. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTOR ..... 3**

**E. TERMINATION AND SUBSTITUTION OF DBE SUBCONTRACTORS ..... 4**

**F. COMMITMENT AND UTILIZATION ..... 5**

**G. DBE RUNNING TALLY OF ATTAINMENTS ..... 6**

**2. BID OPENING ..... 6**

**3. BID RIGGING ..... 6**

**4. CONTRACT AWARD ..... 6**

**5. CONTRACTOR LICENSE ..... 6**

**6. CHANGED CONDITIONS ..... 6**

**A. DIFFERING SITE CONDITIONS ..... 6**

**B. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER ..... 6**

**C. SIGNIFICANT CHANGE IN THE CHARACTER OF WORK ..... 7**

**7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES ..... 7**

**8. BUY AMERICA ..... 7**

**9. QUALITY ASSURANCE ..... 8**

**10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS ..... 8**

**11. FORMER 1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS ..... 8**

**12. FEMALE AND MINORITY GOALS ..... 21**

**13. TITLE VI ASSURANCES ..... 22**

**14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT) ..... 23**

**15. FEDERAL TRAINEE PROGRAM ..... 23**

**b. Contract Assurance**

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

**c. Prompt Progress Payment**

The prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amount allowed to the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized by this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

**d. Prompt Payment of Withheld Funds to Subcontractors**

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

**Method 1:** No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractor and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 2:** No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If a listed DBE is terminated or substituted, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

#### f. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment form included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment form included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own force and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (MPM EXHIBIT 17-G-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**c. Significant Changes in the Character of Work**

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as specified elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

**7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 30 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The contractor shall pay to the City/County County of San Bernardino the sum of \$ 3,800 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

**8. BUY AMERICA**

**Finish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:**

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT  
PROVISIONS FEDERAL-AID  
CONSTRUCTION CONTRACTS**

NOT FOR BID

**2. EEO Officer:** The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation, "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employment referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age, or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any instances of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually spent therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1071) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. The contracting officer shall require that any class of laborer or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be determined in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known) or their representatives, and the contracting officer do not agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), and the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event that the contractor and laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**4. Apprentices and trainees**

**a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the applicable apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work on the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employer listed on the wage determination who is not registered and participating in a training program approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**d. Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor or any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).
- 3. Pursuant to 29 CFR 1926 it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or who is either a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, or contracts, or construction on any highway or related project submitted for approval to the Secretary of Transportation;

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

FHWA-1273 – Revised May 1, 2012

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontract). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contract). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or voluntarily excluded from participating in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*  
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants**

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*  
**CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**12. FEMALE AND MINORITY GOALS**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

**MINORITY UTILIZATION GOALS**

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	14.9
	7485 Santa Cruz, CA CA Santa Cruz	9.1
	7500 Santa Rosa CA Sonoma	17.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA Shasta; CA Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yuba	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Manteca, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	CA Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA	26.1

Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. **Incorporation of Provisions:** CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and lease of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREPARATION)**

The CONTRACTOR agrees-

- 1. To utilize privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- 2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a ratified "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- 3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions  
(to be used when applicable)

**15. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is \_\_\_\_.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop craftsmen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

The City/County of \_\_\_\_\_ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
  - a. Contribute to the cost of the training
  - b. Provide the instruction to the apprentice or trainee
  - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work in \_\_\_\_\_ of the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the \_\_\_\_\_ apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training

NOT FOR BIDD

*Section 14*  
*EXHIBIT 12-H*  
*(Yellow Pages)*

*inserted here*

EXHIBIT 12-H SAMPLE BID

CITY / COUNTY OF \_\_\_\_\_

DEPARTMENT OF PUBLIC WORKS

**BID**

**FOR**

(PROJECT DESCRIPTION)

**IN**

(LOCATION)

Notice to bidders and Special Provisions dated: \_\_\_\_\_

Project Plans approved: \_\_\_\_\_

Standard Specifications dated: \_\_\_\_\_

Standard Plans dated: \_\_\_\_\_

Contract No. \_\_\_\_\_

Federal Aid Project No. \_\_\_\_\_

Bid Opening Date: \_\_\_\_\_

(DO NOT DETACH)

PROPOSAL TO THE CITY / COUNTY OF \_\_\_\_\_

DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. - \_\_\_\_\_

NAME OF BIDDER \_\_\_\_\_

BUSINESS P.O. BOX \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

BUSINESS STREET ADDRESS \_\_\_\_\_

*(Please include even if P.O. Box used)*

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NO:            AREA CODE (   ) \_\_\_\_\_

FAX NO:                    AREA CODE (   ) \_\_\_\_\_

CONTRACTOR LICENSE NO. \_\_\_\_\_

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annex hereto, and also in conformance with Current California Department of Transportation Standard Plans, Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are \_\_\_\_\_ (Insert advertisement date) and are entitled:

CITY / COUNTY OF \_\_\_\_\_  
DEPARTMENT OF \_\_\_\_\_  
NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR

*(Description of Work)*

IN

*(Location)*

The project plans for the work to be done were approved \_\_\_\_\_ and are entitled:

CITY / COUNTY OF \_\_\_\_\_  
DEPARTMENT OF \_\_\_\_\_  
PROJECT PLANS FOR \_\_\_\_\_

(Description of Work)

IN

(Location)

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the product thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the CITY/COUNTY OF \_\_\_\_\_'s Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs shall be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Units symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if a unit price for a lump sum item is included in a bid and it differs from the item total, the item total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the CITY/COUNTY OF \_\_\_\_\_, and that discretion will be exercised in the manner deemed by the CITY/COUNTY OF \_\_\_\_\_ to best protect the public interest in the prompt and economical completion of the work. The decision of the CITY/COUNTY OF \_\_\_\_\_ respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the CITY/COUNTY OF \_\_\_\_\_, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the CITY/COUNTY OF \_\_\_\_\_ that the contract has been awarded, the CITY/COUNTY OF \_\_\_\_\_ may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the CITY/COUNTY OF \_\_\_\_\_.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the CITY/COUNTY OF \_\_\_\_\_, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein

prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

**BID ITEM LIST**

ITEM NO.	ITEM CODE	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						

**TOTAL BID**

NOTE: "TOTAL BID" is only on the last page of the Bid Item List.

The Bidder shall list the name and address, Contractor license number, and description of portion of work subcontracted of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions of the Standard Specifications and of the special provisions.

**LIST OF SUBCONTRACTORS**

Business Name and Location	California Contractor License Number	Description of Portion of Work	Bid Items Numbers	Percentage of Bid to be Subcontracted
<i>(This area is currently blank and overlaid with a large diagonal watermark reading "NOT FOR BIDDING")</i>				

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

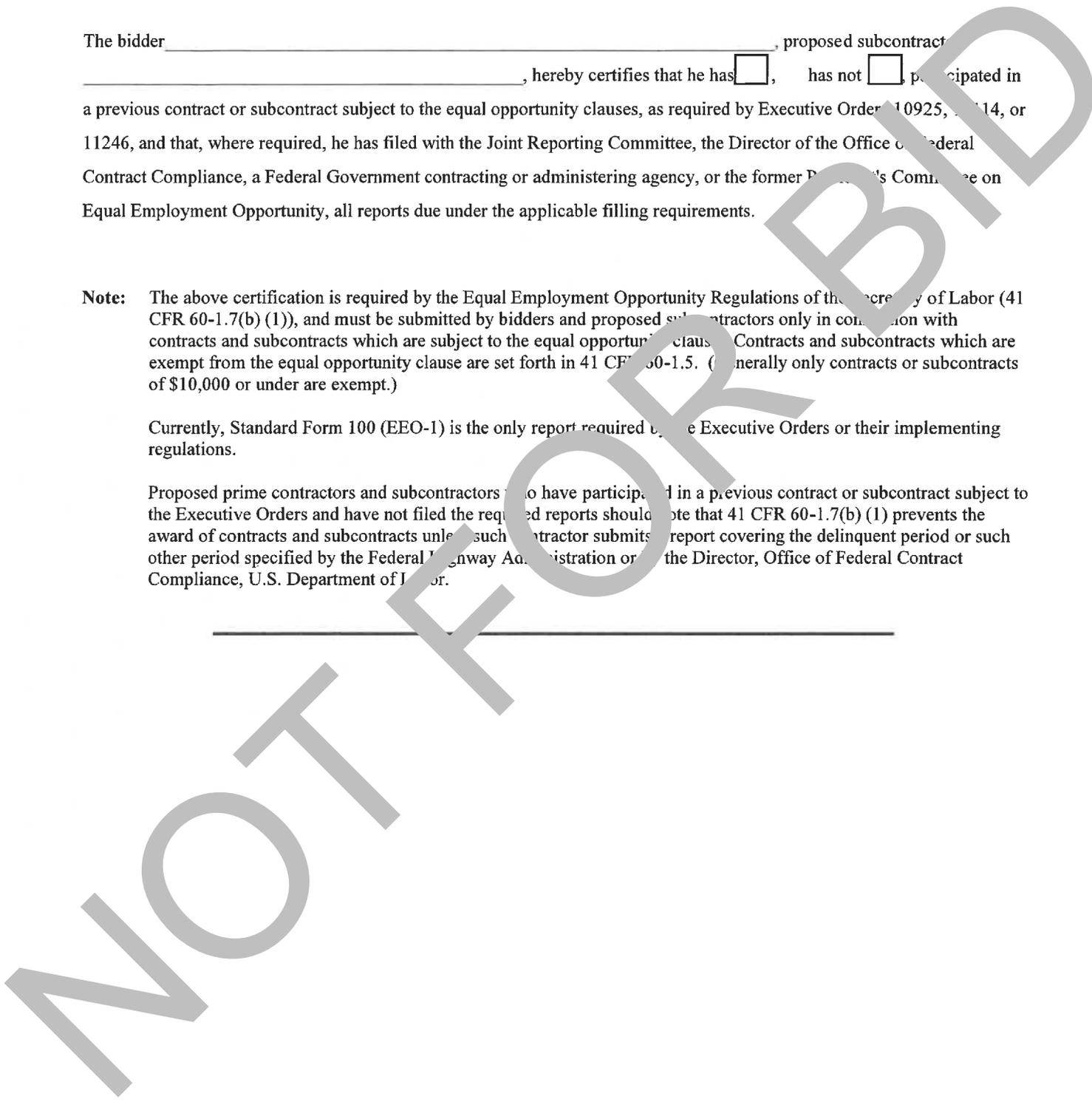
**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has , has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Order 10925, 11414, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former Personnel's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or the Director, Office of Federal Contract Compliance, U.S. Department of Labor.



**PUBLIC CONTRACT CODE**

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not  been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**PUBLIC CONTRACT CODE SECTION 10285.2 QUESTIONNAIRE**

In conformance with Public Contract Code Section 10285.2, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes  No

If yes, explain the circumstances in the following space.

---

**PUBLIC CONTRACT CODE 10232 STATEMENT**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

NOT FOR BID

**Noncollusion Affidavit**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY / COUNTY of \_\_\_\_\_  
*DEPARTMENT OF PUBLIC WORKS.*

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not a sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to raise the bid price of the bidder or any other bidder, or to fix any overhead, profit, or any element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price breakdown thereof, or the contents thereof, or divulged information or data relating thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusion or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

\_\_\_\_\_

**DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

\_\_\_\_\_

**NONLOBBYING CERTIFICATION  
FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any Federal cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b></p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p><b>2. Status of Federal Action:</b></p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p><b>3. Report Type:</b></p> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change
		<p><b>For Material Change Only:</b>                  year _____ quarter _____                  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee                  Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. a. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)</p>	<p><b>b. Individuals Performing Services</b> (including address, if different from No. 10a) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> estimated</p>	<p><b>13. Type of Payment (check all that apply)</b></p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<p><b>12. Form of Payment (check all that apply):</b></p> <input type="checkbox"/> cash <input type="checkbox"/> in-kind specify: nature _____ value _____		
<p><b>14. Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>15. Continuation Sheet(s) attached:</b>                      Yes <input type="checkbox"/>    No <input type="checkbox"/></p>		
<p>Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying assistance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____                  Print Name: _____                  Title: _____                  Telephone No.: _____ Date: _____</p>
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,  
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of this form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been sought to influence, or the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change of the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments to the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.  
Check whether or not a continuation sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name title and telephone number.

The public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90(ENDF)

Accompanying this proposal is \_\_\_\_\_

(NOTICE: INSERT THE WORDS "CASH(\$ \_\_\_\_\_)," "CASHIER'S CHECK,"  
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

**IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Licensed in conformance with an act providing for the registration of Contractors

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

**ADDENDA**

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

\_\_\_\_\_  
(Fill in addenda numbers if addenda have been received and insert, in this proposal, any Engineer's Estimate sheets that have been received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 29 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 29 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulation, Part 29, Debarment and Suspension Certification are true and correct.

Date: \_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_  
(Title)

Signature and Title of Bidder

Business Address \_\_\_\_\_

Place of Business \_\_\_\_\_

Place of Residence \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_  
DEPARTMENT OF \_\_\_\_\_

**BIDDER'S BOND**

We, \_\_\_\_\_ as Principal and \_\_\_\_\_

as Surety are bound unto the City/County of \_\_\_\_\_, State of California, hereafter referred to as "Obligee", in the total sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT

WHEREAS, the Principal is submitted to the Obligee, for \_\_\_\_\_  
(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at \_\_\_\_\_ on \_\_\_\_\_  
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and in the manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Principal  
\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Attorney-in-fact

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California  
City/County of \_\_\_\_\_ SS  
On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me  
\_\_\_\_\_, personally appeared \_\_\_\_\_,  
Attorney-in-fact

person known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of \_\_\_\_\_, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL) \_\_\_\_\_  
Notary Public

**Insert completed**  
[Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)]  
here.

**Insert completed**  
[Exhibit 15-H DBE Information — Good Faith Efforts]  
here.

**Attach**  
**[RAILROAD AGREEMENT]**  
**(if required)**

**CITY / COUNTY OF** \_\_\_\_\_

**DEPARTMENT OF** \_\_\_\_\_

**CONTRACT NO.** \_\_\_\_\_

THIS AGREEMENT, made and concluded, in duplicate, \_\_\_\_\_  
between the City/County of \_\_\_\_\_ thereof, party of the first part, and

Contractor, party of the second part.

**ARTICLE I.--WITNESSETH**, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the City/County of \_\_\_\_\_, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with current California Department of Transportation Standard Plans, the Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are dated \_\_\_\_\_ and are entitled:

**CITY / COUNTY OF** \_\_\_\_\_;  
**DEPARTMENT OF** \_\_\_\_\_  
**NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR**

*PROJECT DESCRIPTION*

**IN**

*PROJECT LOCATION*

The project plans for the work to be done were approved \_\_\_\_\_ and are entitled:

**CITY / COUNTY OF** \_\_\_\_\_;  
**DEPARTMENT OF** \_\_\_\_\_  
**PROJECT PLANS FOR**

*PROJECT DESCRIPTION*

**IN**

*PROJECT LOCATION*

**ARTICLE II.**--The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE III.**--The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith. When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate. Federal wage rates may be found in Appendix X.

**ARTICLE IV.**--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 700 of the Labor Code which require every employer to be insured against liability for worker's compensation and to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**ARTICLE V.**--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the **NAME OF LOCAL AGENCY, DEPARTMENT OF** \_\_\_\_\_, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or nonperformance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

**ARTICLE VI.**--The provisions of Form FHWA 73 is hereby physically attached, unmodified as a part of this contract (Exhibit A). This provision applies to federal-aid contracts and all work performed by subcontracts and subsequent lower-tier subcontracts and required be physically included in each executed contract.

**ARTICLE VII.**-- The Minimum Federal Wage Rate Determination is hereby physically attached, in conformance with federal 10-day rule as a part of this contract (Exhibit B). This wage rate determination applies to federal-aid contracts and all work performed exceeding \$2000 by subcontracts and subsequent lower-tier subcontracts and required be physically included in each executed contract.

BID ITEM LIST						
Item No.	Code	Item	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
(Items in CONTRACT will be the same as those bid in PROPOSAL)						

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

CITY / COUNTY OF \_\_\_\_\_  
DEPARTMENT OF PUBLIC WORKS

By \_\_\_\_\_  
Authorized Local Agency Representative

Contractor

By \_\_\_\_\_

Licensee in accordance with  
an act providing for the  
registration of contractors,

License No. \_\_\_\_\_

Employer Identification

Number \_\_\_\_\_

Approved and certified as being in conformance with the requirements of the State Contract Act.

\_\_\_\_\_  
Attorney, City / County of \_\_\_\_\_

Approved Effective \_\_\_\_\_

NOT FOR BID



CITY / COUNTY OF \_\_\_\_\_  
DEPARTMENT OF PUBLIC WORKS

**SAMPLE PERFORMANCE BOND**  
(To Accompany Contract)

Bond No. \_\_\_\_\_

**WHEREAS**, the City / County of \_\_\_\_\_, acting by and through the Department of Public Works, has awarded to Contractor \_\_\_\_\_, hereafter designated as the "Contractor", a contract for the work described as follows:

**AND WHEREAS**, the Contractor is required to furnish a bond in connection with said contract, and to see to the faithful performance thereof:

**NOW, THEREFORE**, we the undersigned Contractor and Surety are held firmly bound to the City / County of \_\_\_\_\_ in the sum of \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_), to be paid to said City / County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City / County of \_\_\_\_\_, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

**IN WITNESS WHEREOF**, We have hereunto set our hand and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Correspondence or claims relating to this bond should be sent to the surety at the following address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Contractor  
\_\_\_\_\_  
Name of Surety (SEAL)  
\_\_\_\_\_  
By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California, City/County of \_\_\_\_\_ SS  
On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me \_\_\_\_\_, a \_\_\_\_\_ and for the City / County of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to this \_\_\_\_\_  
\_\_\_\_\_  
Attorney-in-fact  
\_\_\_\_\_ instrument and known to me to be the attorney-in-fact of \_\_\_\_\_ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

NOTARY PUBLIC

**FEDERAL  
WAGE RATES**

- Refer to the DOL Homepage on the internet for the current rates at <https://wdol.gov/> or contact your District Local Assistance Engineer for a hard copy.

**Exhibit A - For Federal-Aid Contracts Insert**  
**[Unmodified Form FHWA-1273, Required Contract Provisions Federal Aid Contracts]**  
**here.**

**Exhibit B - For Federal-Aid Contracts Insert**  
**[Minimum Federal Wage Rates Determinations In Conformance With Federal 10-Day Rule As**  
**May Issue By An Addendum]**  
**here.**

NOT FOR BID

*Permits and Agreements  
( Brown Pages)*

*inserted here*

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SAN BERNARDINO  
AND RECORD OF ACTION**

November 17, 2020

**FROM**

**BRENDON BIGGS, Director, Department of Public Works – Transportation**

**SUBJECT**

California Environmental Quality Act Finding for the Phelan Road Intersection Improvements Project in the Phelan Area

**RECOMMENDATION(S)**

1. Find that the Phelan Road intersection improvements project in the Phelan area (Project) is exempt under the California Environmental Quality Act, Class 1, Section 15301(c) (existing facilities) and Class 2, Section 15302 (replacement or reconstruction of existing facilities).
2. Approve Project as defined in the Notice of Exemption and direct the Clerk of the Board to file and post the Notice of Exemption.

(Presenter: Brendon Biggs, Director, 387-7900)

**COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES**

**Ensure Development of a Well-Planned, Balanced, and Sustainable County.  
Provide for the Safety, Health and Social Service Needs of County Residents.**

**FINANCIAL IMPACT**

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The Department of Public Works (Department) is funded by Gas Tax revenue, fee revenue, and other state and local funding. The Project is funded with Federal Highway Safety Improvement Program (HSIP) funds and a local match with Senate Bill 1 (SB1) Road Maintenance Rehabilitation Account (RMRA) funds. The requested actions are administrative in nature with minimal financial impact. Sufficient appropriation is included in the Department's 2020-21 Road Operations budget (6650002000 13H14995).

**BACKGROUND INFORMATION**

The Project consists of widening four intersections on Phelan Road to accommodate left-turn and right-turn lanes to the intersecting streets at Sonora Road, Tumbleweed Road, Sunny Vista Road and Arrowhead Road. The Project includes mill and overlay of existing pavement, widening with new pavement to accommodate pavement transitions, minor grading on shoulders, construction of approach aprons, new pavement returns at intersecting streets and traffic striping. All work for the Project will be done within existing right-of-way.

Environmental staff of the Department has reviewed this Project and determined that a categorical exemption in accordance with the California Environmental Quality Act (CEQA) Guidelines, Title 14 of the California Code of Regulations, Section 15301(c) and Section 15302 is appropriate. The Class 1 exemption allows for repair and maintenance activities on existing roads, sidewalks, gutters, and similar facilities that involve negligible or no expansion of use

**California Environmental Quality Act Finding for the Phelan Road  
Intersection Improvements Project in the Phelan Area  
November 17, 2020**

beyond that existing at the time of the lead agency's determination. The Class 2 exemption allows for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structured replaced. When the Board of Supervisors (Board) considers the environmental finding, the filing and posting of a Notice of Exemption is recommended.

The Project aligns with the County and Chief Executive Officer's goals and objectives of ensuring development of a well-planned, balanced and sustainable County and providing for the safety of County residents by improving access and enhancing turning movements at the intersections mentioned above.

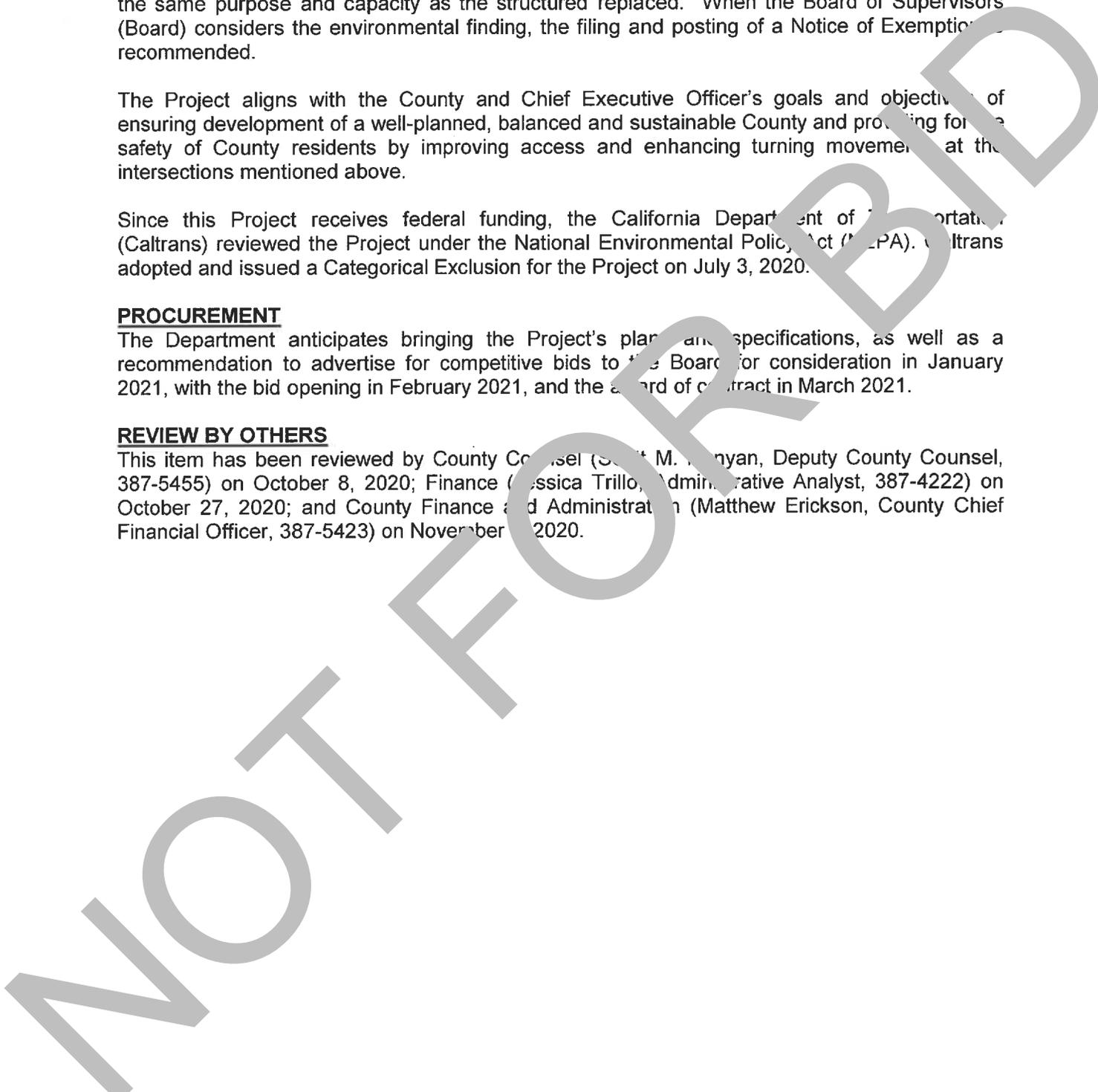
Since this Project receives federal funding, the California Department of Transportation (Caltrans) reviewed the Project under the National Environmental Policy Act (NEPA). Caltrans adopted and issued a Categorical Exclusion for the Project on July 3, 2020.

**PROCUREMENT**

The Department anticipates bringing the Project's plans and specifications, as well as a recommendation to advertise for competitive bids to the Board for consideration in January 2021, with the bid opening in February 2021, and the award of contract in March 2021.

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Scott M. Ryan, Deputy County Counsel, 387-5455) on October 8, 2020; Finance (Jessica Trillo, Administrative Analyst, 387-4222) on October 27, 2020; and County Finance and Administration (Matthew Erickson, County Chief Financial Officer, 387-5423) on November 10, 2020.



**California Environmental Quality Act Finding for the Phelan Road  
Intersection Improvements Project in the Phelan Area  
November 17, 2020**

Record of Action of the Board of Supervisors  
County of San Bernardino

**APPROVED (CONSENT CALENDAR)**

Moved: Robert A. Lovingood Seconded: Josie Gonzales  
Ayes: Robert A. Lovingood, Janice Rutherford, Dawn Rowe, Curt Hagman, Josie Gonzales

Lynna Monell, CLERK OF THE BOARD

BY   
DATED: November 17, 2020



cc: File- Public Works Transportation w/ QA & Receipt w/attach  
w/map  
LA 11/20/2020

NOT FOR BID



# Interoffice Memo

DATE: August 17, 2020

PHONE: 387-8109

FROM: **HAROLD ZAMORA**, P.E., Chief  
Environmental Management Division

MAIL CODE: 0835

TO: **MERVAT MIKHAIL**, P.E. Chief  
Transportation Design Division

File: H14995

SUBJECT: **CEQA EXEMPTION: PHELAN ROAD INTERSECTION IMPROVEMENTS**

## BACKGROUND INFORMATION

The project consists of: widening four intersections on Phelan Road (Sonora Road, Tumbleweed Road, Sunny Vista Road, and Arrowhead Road) to accommodate left and right turn pockets; mill and overlay existing pavement; widen road with new pavement transitions to accommodate pavement; construct approach aprons and new returns at intersecting streets; minor grading of shoulder to maintain current drainage patterns. The project is located in the Phelan area of San Bernardino County. For locations, please refer to Attachments: Location and Site Map.

## ENVIRONMENTAL DETERMINATION

In compliance with the California Environmental Quality Act (CEQA), Environmental Management Division (EMD) staff has reviewed the proposed project including the four intersections that are proposed to be widened.

Section 15301 of the CEQA guidelines states that in order to qualify there must be "negligible or no expansion of existing or former use." Although the project proposes to widen Phelan Road at these intersections from 40' (current width) up to 64' at its widest point, and is a 62% increase in the width of the road, these intersections have been graded to maximum width for many years. Thus, no undisturbed land will be encroached upon for the proposed project. Also to note, the proposed project will not increase capacity of the road or intersections, but rather is being proposed to alleviate safety issues.

The proposed project qualifies for two separate exemptions per the CEQA guidelines: a Class 1 Categorical Exemption "Existing Facilities" under Section 15301(c) of the CEQA Guidelines which allows for repair and maintenance activities on existing roads, sidewalks, gutters, and similar facilities that involve negligible or no expansion of use beyond that existing at the time of the lead agency's determination; and a Class 2 Categorical Exemption "Replacement or Reconstruction" under Section 15302 of the CEQA Guidelines, which allows for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

In order to qualify for these exemptions, the following condition(s) shall be observed:

## GENERAL CONDITIONS

1. All work, including equipment staging, will remain on disturbed areas. No new work outside disturbed areas or existing rights-of-way will be performed without further environmental evaluation.
2. Standard best management practices shall be implemented during all maintenance activities, especially those pertaining to dust control, erosion control, and storm water pollution prevention. If equipment is parked overnight then a drip pan, or some other form of protection shall be placed under the vehicle in order to contain any drips, leaks, and spills. All food and other trash generated on the worksite shall be removed from the site daily. Please contact EMD at (909) 387-8109 with any questions.

## BIOLOGICAL RESOURCE CONDITIONS

1. To avoid impacts to any nesting migratory birds, project activities shall be conducted outside of bird nesting season (March 1 through August 31). If the maintenance project is scheduled during the nesting season, pre-construction nest survey(s) are required to ensure that impacts to nesting birds are avoided. The last survey to be conducted within three days prior to the start of work. If occupied nests are observed within the project area, the qualified biologist shall flag off the area(s) supporting bird nest(s) to provide a buffer (size of buffer will be dependent of the species found to be nesting at the discretion of the biologist), between the nest(s) and limits of maintenance. The biologist shall provide appropriate recommendations to ensure that no "take" results from the subject maintenance activities in the vicinity of flagged nest(s). If the surveys are negative maintenance activities can proceed as proposed. Please contact EMD at (909) 387-8109 to schedule pre-construction nest surveys.

## CULTURAL RESOURCE CONDITIONS

1. Should prehistoric or historical archaeological resources be encountered during construction, the evaluation of any such resources should proceed in accordance with all appropriate federal, state, and local guidelines. Specifically, all work must be stopped in the immediate vicinity of the cultural resource found until a qualified archaeologist can assess the significance of the resource. If a cultural resource find is made notify EMD at (909) 387-8109.
2. If human remains are encountered during construction, then the San Bernardino County Coroner's Office must be contacted in accordance with state law within 24 hours of the find and all work should be stopped until clearance is given by that office and any other interested agencies. The Coroner's Office may be contacted at the Coroner's Division, County of San Bernardino, 175 S. Lena Road, San Bernardino, CA. Tel: (909) 387-2978.

It is our opinion that the Phelan Road Intersection Improvements Project meets the criteria for an exemption under Section 15301, and Section 15302 of the CEQA Guidelines. To complete the Categorical Exemption process, I recommend that a Notice of Exemption, together with the required fee, be filed with the Clerk of the Board of Supervisors of the County of San Bernardino.

If you need further information or have any questions, please contact Patrick Egle, at 7-1865.

PE:as

Attachments: 1 Notice of Exemption  
2 Location Map

# Notice of Exemption

To:  Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

From: County of San Bernardino  
Department of Public Works  
Environmental Management Division  
825 E. Third Street, Room 123  
San Bernardino, CA 92415-0835

Clerk of the Board of Supervisors  
County of San Bernardino  
385 North Arrowhead Avenue, Second Floor  
San Bernardino, CA 92415-0130

## Project Description

**Project Title:** Phelan Road Intersection Improvements

**Project Location:** The project is located along Phelan Road at intersections Sonora Road, Tumbleweed Road, Sunny Vista Road, and Arrowhead Road in the Phelan area of San Bernardino County.

**Project Description:** The project will accommodate left and right turn pockets; mill and overlay existing pavement; widen road with new pavement transitions to accommodate pavement; construct approach aprons and new returns at intersecting streets; minor grading on shoulder to maintain current drainage patterns.

## Applicant

County of San Bernardino, Dept of Public Works

825 E. Third Street

Address

San Bernardino, CA 92415-0835

(909) 387-8109

Phone

## Representative

Patrick Egle

Name

Same As Applicant

Address

Harold Zamora, P.E.

Lead Agency Contact Person

(909) 387-8109

Same as Applicant

Phone

Exempt Status: (check one)

Ministerial [Sec. 21080(B)(1); 15268];

Declaration of Emergency [Sec. 21080(B)(3); 15269(a)];

Emergency Project [Sec. 21080(B)(4); 15269(b)];

Categorical Exemption. State type and section: Class 1, Section 15301 (c); Class 2, Section 15302

Statutory Exemptions. State code number: \_\_\_\_\_

Other Exemption: \_\_\_\_\_

Reasons why project is exempt: Class 1 allows for repair and maintenance activities on existing streets, sidewalks, gutters, and similar facilities that involve negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Class 2 allows for replacement or reconstruction of existing structures or facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

  
Signature Harold Zamora, P.E.

Chief, Environmental Mgmt. Div.

Title

08/18/2020

Date

Signed by Lead Agency  Signed by Applicant

Date received for filing at OPR: N/A



**Phelan Area**

COUNTY OF SAN BERNARDINO  
DEPARTMENT OF PUBLIC WORKS

**Yard 11  
Work Order H14395**



## **LOCATION MAP**

### **Phelan Road**

**at Sonora Road, Tumbleweed Road, Sunny Vista Road  
and Arrowhead Road  
Intersection Improvements Project**



**CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION  
DETERMINATION FORM (rev. 05/2020)**

<b><u>Project Information</u></b>	
<b>DIST-CO-RTE:</b> 08-SBd-County of San Bernardino	<b>PM/PM:</b> N/A
<b>EA:</b> N/A	<b>Federal-Aid Project Number:</b> HSIPL 5954(160)
<b><u>Project Description</u></b>	

The County of San Bernardino, within the unincorporated community of Phelan, proposes to widen four intersections on Phelan Road to accommodate left and right turn pockets at Sonora Rd., Tumbleweed Rd., Sunny Vista Rd. and Arrowhead Rd. Construction will consist of mill and overlay of existing pavement and widening with new pavement to accommodate pavement transitions. Work includes the construction of approach aprons, new pavement returns at intersecting streets and minor shoulder grading. The project is needed to improve access to intersecting streets. The project is needed to improve and enhance turning movements, increase safety and traffic circulation. All construction will be within agency R/W

--

**Caltrans CEQA Determination** (Check one)

- Not Applicable** – Caltrans is not the CEQA Lead Agency
- Not Applicable** – Caltrans has prepared an IS or EIR under CEQA

Based on an examination of this proposal and supporting information, the project is:

- Exempt by Statute.** (PRC 21080[b]; 14 CCR 15260 et seq.)
- Categorically Exempt.** Class \_\_\_\_\_ (PRC 21084; 14 CCR 15300 et seq.)
  - No exceptions apply that would bar the use of a categorical exemption (PRC 21084 and 14 CCR 15300). See the [SER Chapter 34](#) for exceptions.
- Covered by the Common Sense Exemption.** This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (14 CCR 15061[b][3].)

**Senior Environmental Planner or Environmental Branch Chief**

N/A	N/A	N/A
_____	_____	_____
Print Name	Signature	Date

**Project Manager**

N/A	N/A	N/A
_____	_____	_____
Print Name	Signature	Date



CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION DETERMINATION FORM

Caltrans NEPA Determination (Check one)

Caltrans has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). See SER Chapter 30 for unusual circumstances. As such, the project is categorically excluded from the requirements to prepare an EA or EIS under NEPA and is included under the following:

[X] 23 USC 326: Caltrans has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to 23 USC 326 and the Memorandum of Understanding dated April 18, 2019, executed between FHWA and Caltrans. Caltrans has determined that the project is a Categorical Exclusion under:

[X] 23 CFR 771.117(c): activity (c)(4)

[ ] 23 CFR 771.117(d): activity (d)( )

[ ] Activity \_ listed in Appendix A of the MOU between FHWA and Caltrans

[ ] 23 USC 327: Based on an examination of this proposal and supporting information, Caltrans has determined that the project is a Categorical Exclusion under 23 USC 327. The environmental review, consultation, and any other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by Caltrans pursuant to 23 USC 327 and the Memorandum of Understanding dated December 23, 2016 and executed by FHWA and Caltrans.

Senior Environmental Planner / Environmental Branch Chief

Aaron Burton

Print Name

Aaron Burton

Signature

7/3/2020

Date

Acting DLA Engineer

Albert Vergel de Dios

Print Name

Albert Vergel de Dios

Signature

07/03/2020

Date

Date of Categorical Exclusion Checklist completion: 7/3/2020

Date of Environmental Commitment Record or equivalent: 7/3/2020

Briefly list environmental commitments on continuation sheet if needed (i.e., not included on an attached ECR). Reference additional information, as appropriate (e.g., additional studies and design conditions).



## CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION DETERMINATION FORM

### **Continuation sheet:**

The following studies, checklists and exemptions were prepared during the environmental phase of the project:

- Preliminary Environmental Studies Form: approved 7/3/2020
- Transportation Air Quality Conformity Findings Checklist: approved 6/24/2020
- Section 7 Biological No Effect Memo: approved 6/24/2020
- Cultural 106 Screened Undertaking: approved 6/23/2020

### **Avoidance Measures:**

#### **Cultural**

CR-1: If buried cultural resources are encountered during Project Activities, it is Caltrans policy that work stop in that area until a qualified archaeologist can evaluate the nature and significance of the find.

CR-2: In the event that human remains are found, the county coroner shall be notified and ALL construction activities within 60 feet of the discovery shall stop. Pursuant to Public Resources Code Section 5097.98, if the remains are thought to be Native American, the coroner will notify the Native American Heritage Commission (NAHC) who will then notify the Most Likely Descendant (MLD). The person who discovered the remains will contact the District 5 Division of Environmental Planning; Andrew Walters, DEBC: (909)383-2647. Further provisions of PRC 5097.98 are to be followed as applicable.

#### **Permits**

N/A

*Standard and Special Drawings  
(Green Pages)*

*inserted here*

**LIST OF STANDARD AND SPECIAL DRAWINGS (GREEN PAGES)**

**RESIDENT NOTICES (ENGLISH / SPANISH)**

**COUNTY STANDARDS AND SPECIAL DRAWINGS**

117A                      303a                      303b  
SD-1 MAILBOX      SD-2 MAILBOX

**2015 CALTRANS STANDARD**

A73B              A81A              A85  
T2              T3A              RSP T9              RSP T10              T13

**2018 CALTRANS STANDARDS**

A20A              A20B              A20D  
A24A              A24B              A24D              A24E

**CALIFORNIA MUTCD 2014 (REVISION 6)**

2A-2(CA)              2A-11(CA)              2C-13(CA)  
3B-102(CA)              3E-101(CA)              3F-105(CA)



## NOTICE TO THE RESIDENTS OF PHELAN AVENUE

The County of San Bernardino Department of Public Works has contracted \_\_\_\_\_ (Company name) for the (type of work) of (name of road) in the (city, area). The construction shall include (detailed description of work).

This work will be performed between the dates of (start date) and (end date).

Normal working hours will be between the hours of \_\_\_\_\_ M. and \_\_\_\_\_ P.M. Monday through Friday.

There will be "No Parking Signs" posted on your street indicating the specific dates work will be performed on the street. During the time we are working, access to the public will be limited and we ask the following:

1. Do not park your vehicles on the roadway
2. Do not allow water to run on the roadway
3. Do not allow children to play in the roadway
4. Do not place trash cans or other debris on the roadway

We regret any inconvenience that this work may cause you and we thank you for your cooperation in assisting us in rebuilding your street.

Thank you.

(Company name)

(Company contact name)

(Company phone number)

If you need further assistance contact the Department of Public Works at (909) 387-7920



## NOTIFICACIÓN A LOS RESIDENTES DE PHELAN AVENUE

El Condado de San Bernardino, Departamento de Obras Públicas, a contratar a una compañía (Company name) para (type of work) la calle llamada (name of street) en la ciudad de (city). La construcción va a incluir (detailed description of work).

Este trabajo será hecho entre la fecha de (start date) y (end date). Las horas elegidas para hacer este trabajo serán entre las \_\_\_\_\_ de la mañana a \_\_\_\_\_ de la tarde de lunes a viernes.

Habrán letreros indicando que "No Hayá Estacionamiento" en la calle y especificando el horario cuando el trabajo será hecho. Durante el tiempo que estaremos trabajando en la calle, la entrada para el público será limitada y por esta razón pedimos lo siguiente:

1. No estacionen sus vehículos en la calle.
2. No permitan que corre el agua hacia la calle.
3. No permitan que los niños jueguen en la calle.
4. No ponga los botes de basura o cualquier otra basura en la calle.

Lamentamos la inconveniencia que causara este trabajo y les agradecemos por su cooperación y asistencia en el mejoramiento de su calle.

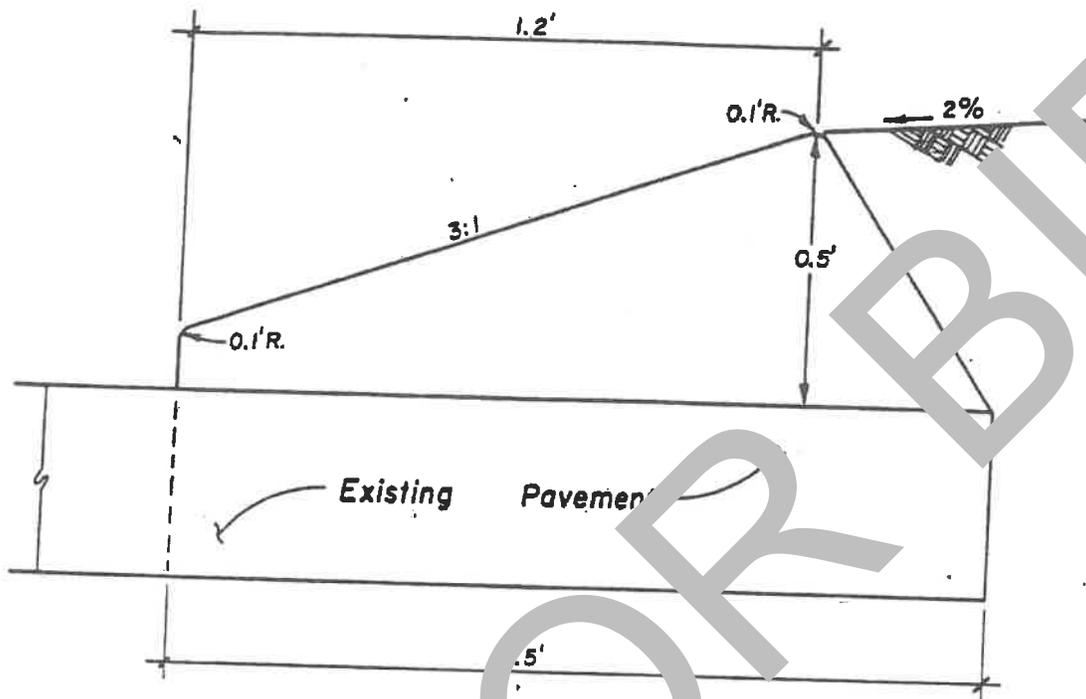
**Muchas Gracias.**

**(Company name)**

**(Company contact name)**

**(Company phone number)**

**Si necesita asistencia favor de hablar al Departamento de Obras Publicas, (909) 387-7920.**



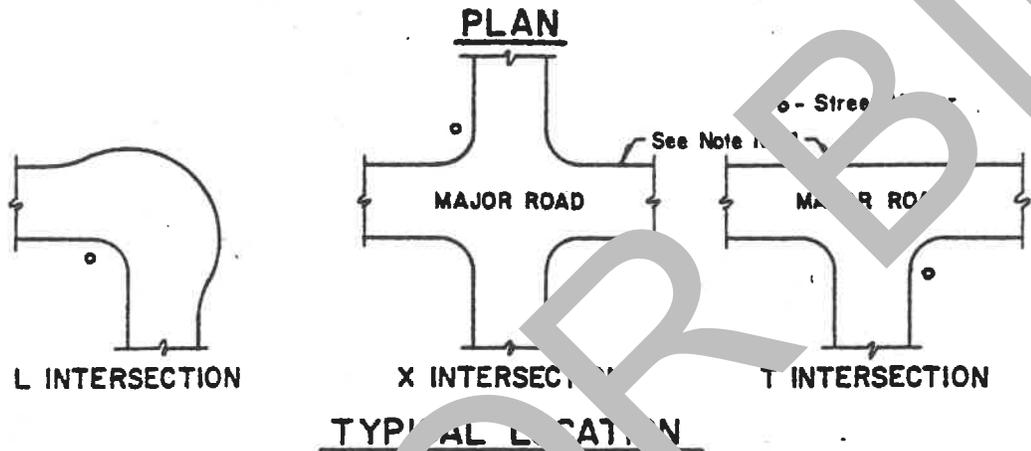
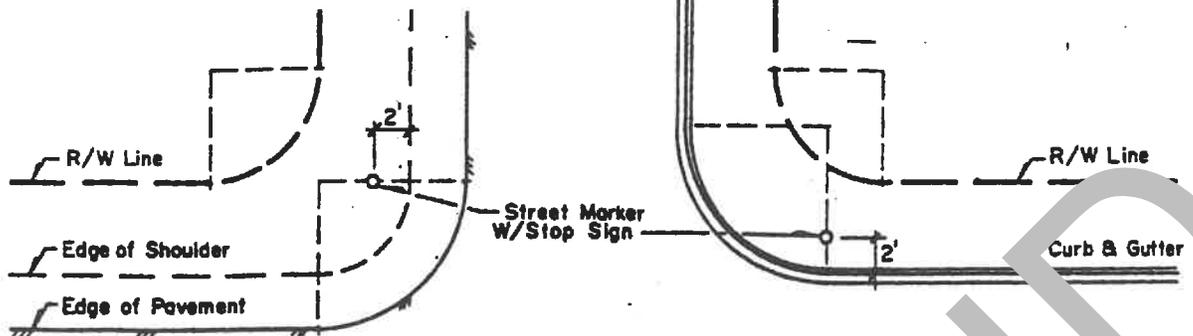
TYPICAL SECTION

**NOTES:**

1. Dike Shall Be Constructed Of Type B Asphalt Concrete.
2. Joint Binder Shall Be Placed On Existing Asphalt Concrete Pavement Prior To The Installation Of The Dike.

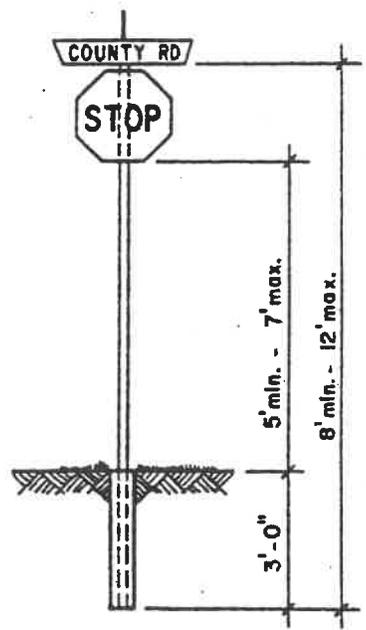
4-1-93 vhc

SAN BERNARDINO COUNTY TRAN. DEPT.		TRAVERSABLE DIKE	117a
REV. 3/1/94	KEN A. MILLER Director of Transportation		



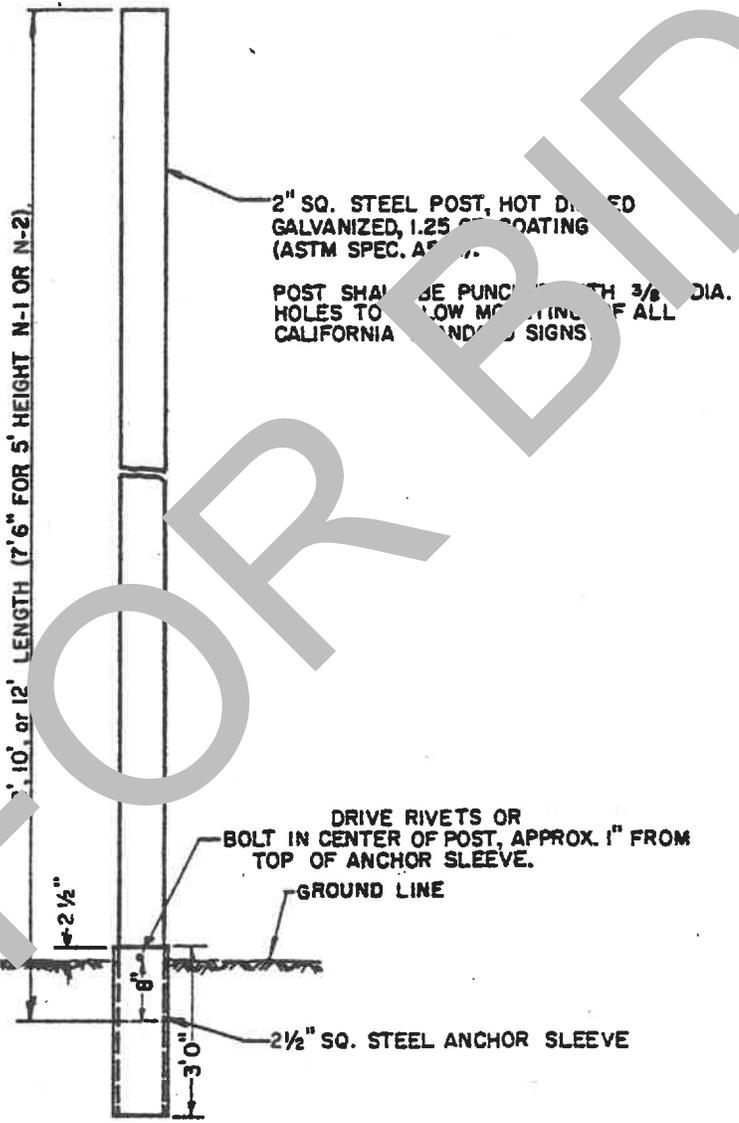
**NOTES:**

1. Marker To Be Set On County Right Of Way.
2. Location Of Marker Shows Approximate.
3. Markers To Be Visible For A Distance Of 150 Feet.
4. If Either Road Is Divided Into Lanes Or More (Major Road), Additional Markers Will Be Required.
5. Street Markers Located At Major Roads Will Be Mounted On 12 Foot Posts To Accommodate A Stop Sign.



**ELEVATION**

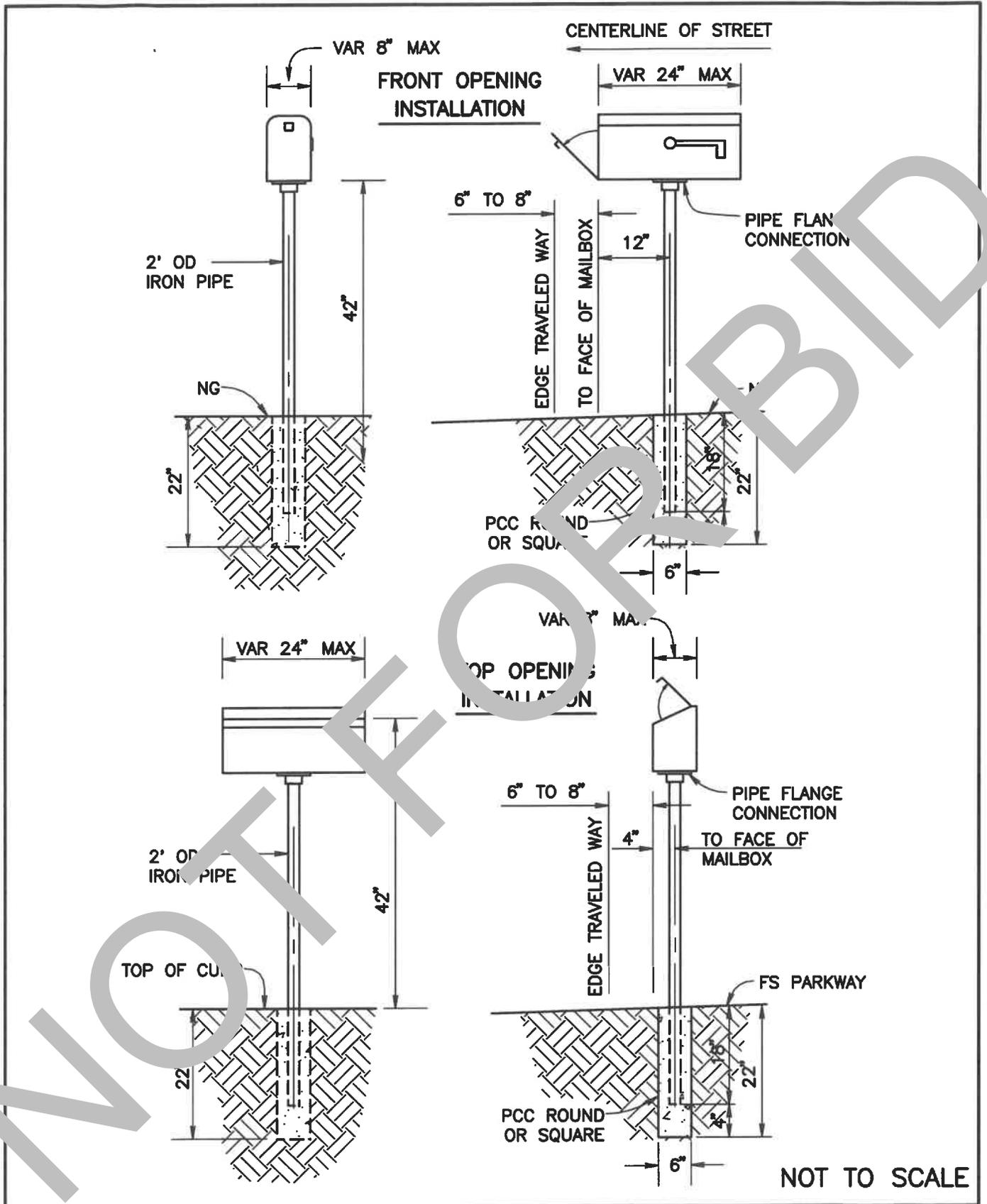
SAN BERNARDINO COUNTY TRANS. DEPT.		<b>STREET MARKER</b>	<b>303a</b>
OCT. 5, 1993 v.h.c. REV. 3/1/94	<b>KEN A. MILLER</b> Director of Transportation		



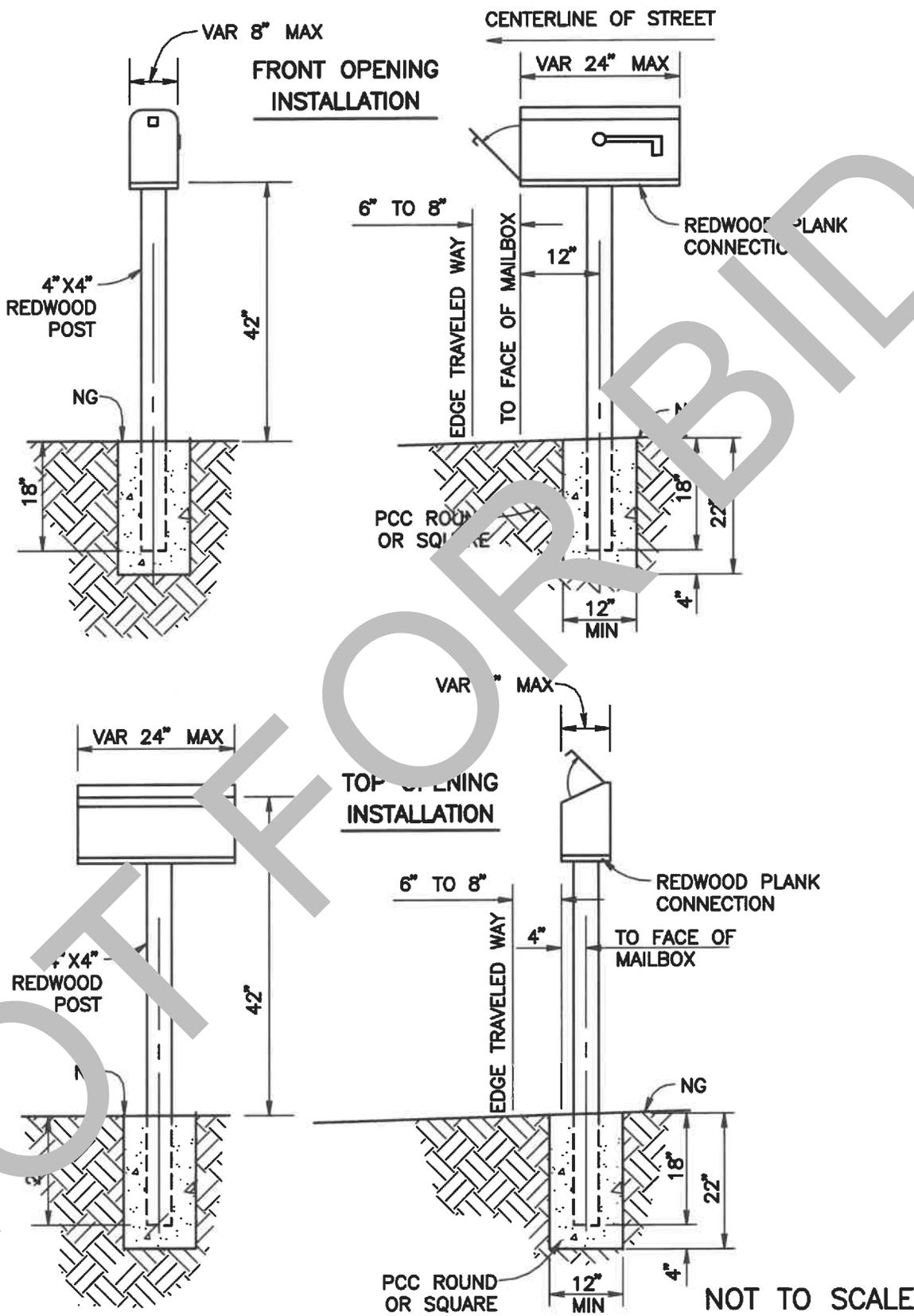
**NOTES:**

1. STANDARD NO. 303a FOR MARKER LOCATIONS.
2. POST SHALL BE 2" SQ. STEEL AS SHOWN AND STATED.
3. ANCHOR SLEEVE SHALL BE 2 1/2" SQ. STEEL HOT DIPPED GALVANIZED AFTER FABRICATION (ASTM SPEC. A-123).
4. SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH COUNTY STANDARD 303.

SAN BERNARDINO COUNTY ROAD DEPARTMENT		<b>STREET MARKER POST INSTALLATION</b>	<b>303 b</b>
H.G. 1-71 02.2.10-01	<i>M. A. Nicholas</i> COUNTY ENGINEER		



SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS		<b>MAILBOX INSTALLATION WITH NATURAL GROUND (METAL POST)</b>	<b>SPEC. DWG. I</b>
REVISIONS:	DATE:		
DESIGN DIVISION			

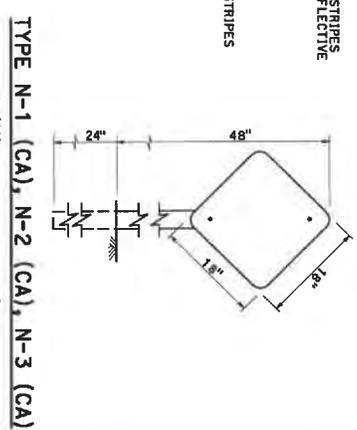
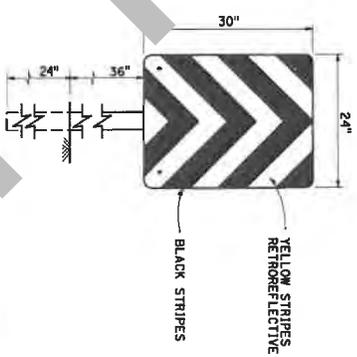
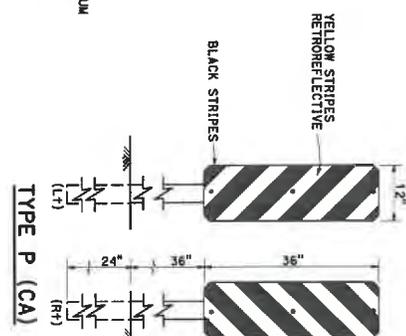


SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS		MAILBOX INSTALLATION WITH NATURAL GROUND (WOOD POST)	SPEC. DWG. 2
REVISID: DATE:	DESIGN DIVISION		

STATE COUNTY	ROUTE	POST MILES	SHEET TOTAL SHEETS
		TOTAL PROJECT	NO. SHEETS

REGISTERED CIVIL ENGINEER  
 October 30, 2015  
 PLANS APPROVAL DATE  
 REGISTERED PROFESSIONAL ENGINEER  
 David E. Jones  
 No. 25811  
 THE STATE OF CALIFORNIA ON ITS OFFICES  
 THE AGENTS SHALL NOT BE RESPONSIBLE FOR  
 THE ACCURACY OF THIS PLAN SHEET  
 REGISTERED PROFESSIONAL ENGINEER  
 David E. Jones  
 No. 25811  
 THE STATE OF CALIFORNIA ON ITS OFFICES  
 THE AGENTS SHALL NOT BE RESPONSIBLE FOR  
 THE ACCURACY OF THIS PLAN SHEET

- NOTES:**
- A. See Std Plan A73A for additional object markers.
  - B. Type P(CA) and R(CA) markers shall have orange and white retroreflective stripes in work zones.
  - C. Diagonal stripes on Type P(CA) markers shall be sloped down in the direction of travel.



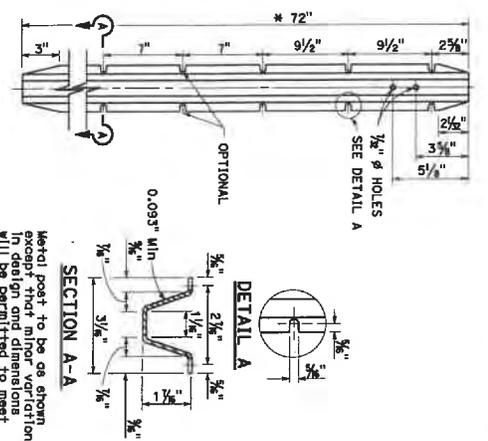
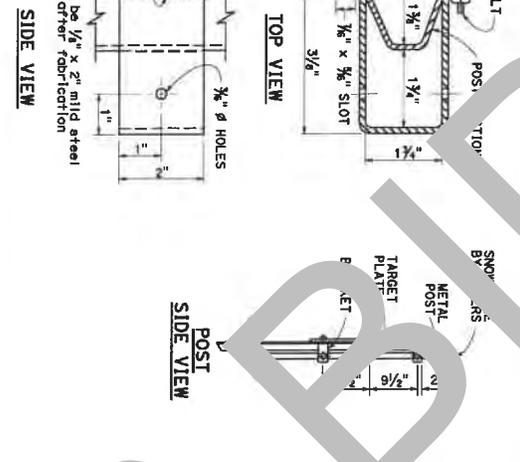
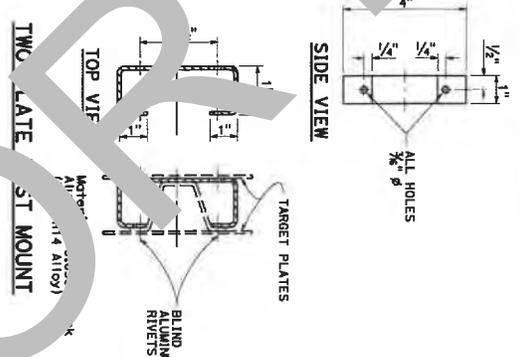
- MARKERS**
- N-1(CA): Yellow retroreflective.
  - N-2(CA): Red retroreflective.
  - N-3(CA): Orange retroreflective.

- HIGHWAY POST MARKER NOTES**
1. The marker shall be white (no reflective) target plate letters.
  2. A post mile prefix, such as "R", shall apply only when directed by the Engineer.
  3. "A" (Ahead), "AR" (Ahead), or a blank space shall be used as directed by the Engineer.
  4. All information shall be in U.S. Customary units (inches).



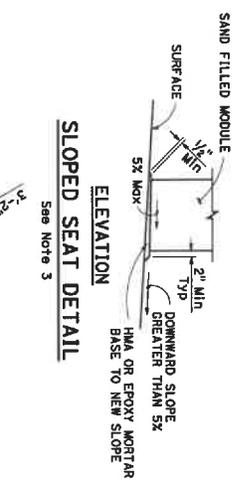
\* 8'-0" for Type P object marker  
**METAL POST DETAIL**

Metal post to be as shown except that proportions in design and dimensions will be permitted to meet manufacturer's standards.

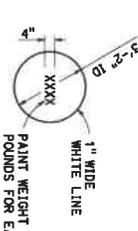


018+ COUNTY	ROUTE	205+ MILES	SHEET TOTALS
		TOTAL PROJECT	NO. SHEETS

**Professional Engineer**  
**Registered Civil Engineer**  
**October 30, 2015**  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA ON ITS BEHALF  
 THE ACTIVE SEAL AND REGISTERED FOR  
 COMES OF THIS PLAN SHEET - 15 SHEETS



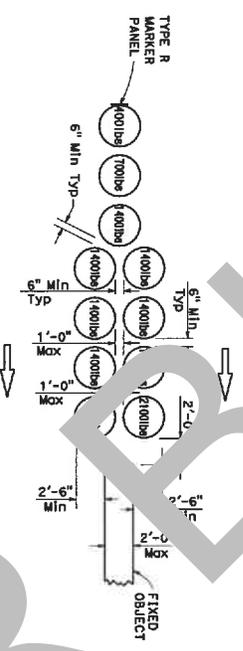
**SLOPED SEAT DETAIL**  
 See Note 3



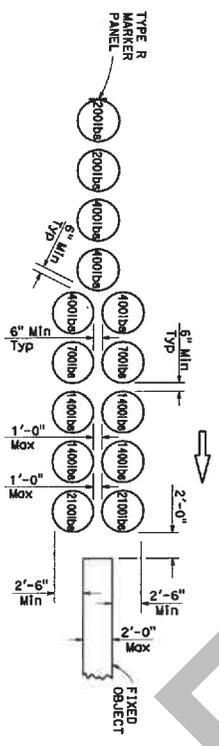
**PAINTING DETAIL**  
 See Note 4

- NOTES:**
1. (XXX) Indicate module location and weight of sand in pounds for each module. Module spacing is based on the greater diameter of the modules.
  2. All sand weights are nominal.
  3. Modules shall be placed on hot mix asphalt, epoxy mortar or concrete surfaces. Modules to be placed on surfacing with greater than 5% downward slope shall be seated as shown.
  4. Weight of sand and outline of each module shall be painted on the surface of each module location.
  5. Module blocking, specified to the deck surface, is required for all modules. Other alternatives recommended by the manufacturer and approved by the Engineer will be accepted.

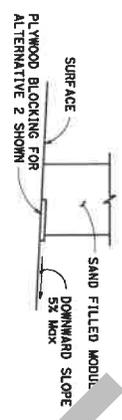
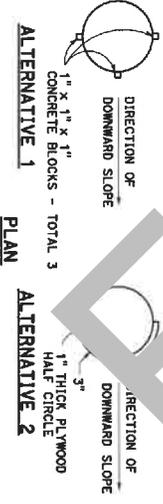
Approach speeds indicated conform to NCHRP Report 410a.



**ARRAY 'U11'**  
 Approach speed less than 45 mph



**ARRAY 'U14'**  
 Approach speed 45 mph or more

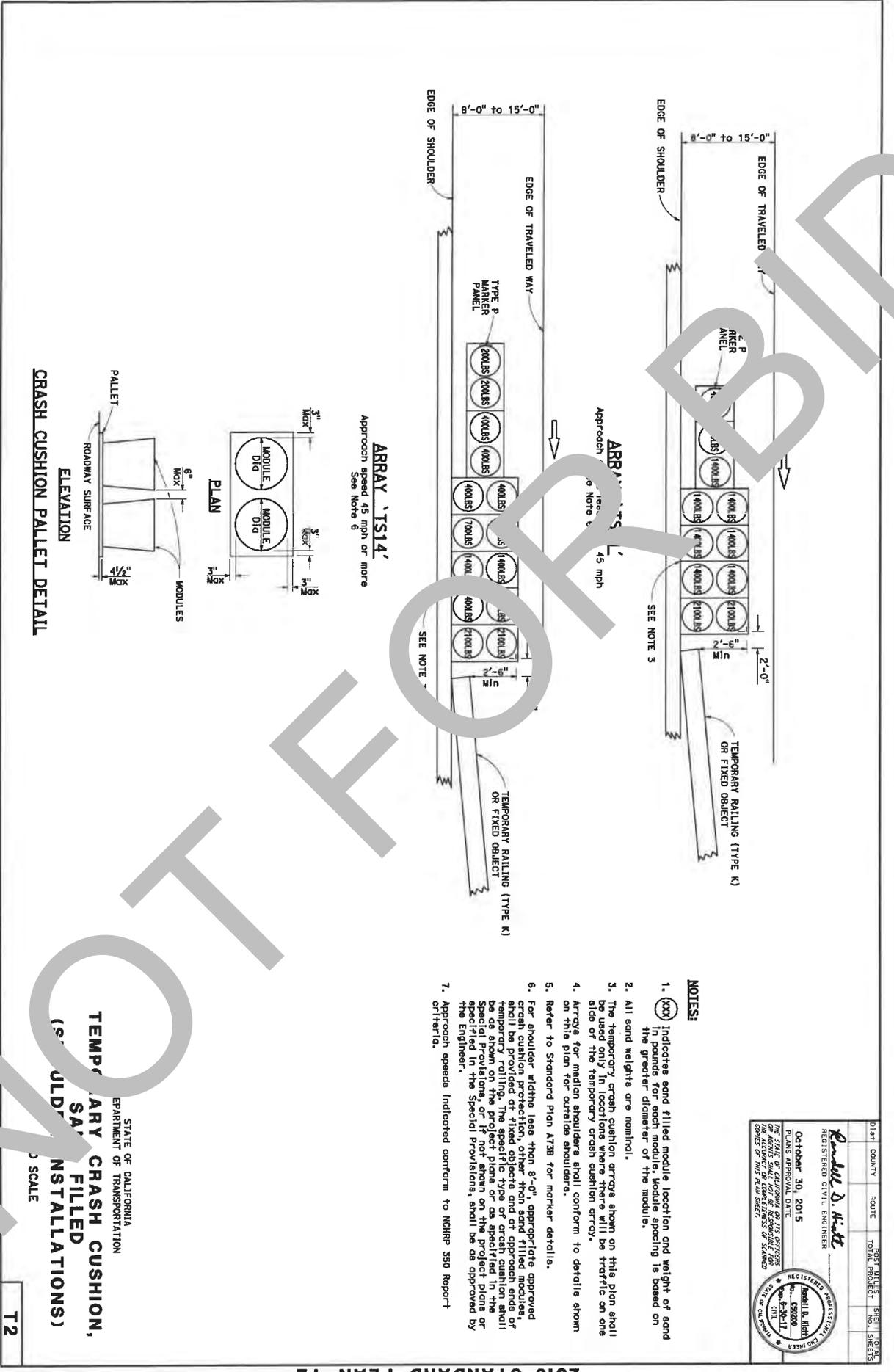


**BRIDGE DECK MODULE BLOCKING DETAILS**  
 See Note 5

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**RASH CUSHION,  
 SAND FILLED  
 (UNIDIRECTIONAL)**  
 SCALE

**A81A**





CRASH CUSHION PALLET DETAIL

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
 TEMPORARY CRASH CUSHION,  
 SAND FILLED  
 (STANDARD INSTALLATIONS)  
 SCALE

T 2

01*	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS
<b>Samuel D. Licht</b> REGISTERED CIVIL ENGINEER October 30, 2015 PLANS APPROVAL DATE <small>THE STATE OF CALIFORNIA GOVERNMENT                  OFFICE OF THE REGISTERED PROFESSIONAL ENGINEERS                  AND ARCHITECTS                  DIVISION OF PROFESSIONAL REGULATION                  1500 MARKET STREET, SUITE 1000, SACRAMENTO, CA 95833</small>					

- NOTES:**
- (XXX) Indicates sand filled module location and weight of sand in pounds for each module. Module spacing is based on the greater diameter of the module.
  - All sand weights are nominal.
  - The temporary crash cushion arrays shown on this plan shall be used only in locations where there will be traffic on one side of the temporary crash cushion array.
  - Arrays for median shoulders shall conform to details shown on this plan for outside shoulders.
  - Refer to Standard Plan A73B for marker details.
  - For shoulders with less than 8'-0" appropriate approved crash cushion protection, other than sand filled modules, shall be provided at fixed object end of approach ends of temporary railing. The specific type of crash cushion shall be as shown on the project plans or as specified in the project specifications. The type of crash cushion shall be as specified in the Special Provisions, shall be as approved by the Engineer.
  - Approach speeds indicated conform to NCHRP 350 Report criteria.



TABLE 1  
TAPER LENGTH CRITERIA AND  
CHANNELIZING DEVICE SPACING

SPEED (S)	MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (M)			MAXIMUM CHANNELIZING DEVICE SPACING		
	TANGENT ZL	MERGING L	SHIFTING SHOULDER L/2	X	Y	Z
20	ft	80	ft	ft	ft	ft
25	160	125	42	20	40	10
30	250	180	63	25	50	12
35	360	245	90	30	60	15
40	490	320	123	35	70	17
45	640	400	160	40	80	20
50	1080	540	210	45	90	22
55	1200	600	300	50	100	25
60	1320	660	330	50	100	25
65	1440	720	360	50	100	25
70	1560	840	420	50	100	25
75	1800	900	450	50	100	25

\* - For other offsets, use the following merging taper length formula for L:  
For speed of 45 mph or less,  $L = WS/80$   
For speed of 45 mph or more,  $L = WS$   
Where: L = Taper length in feet  
W = Width of offset in feet  
S = Posted speed limit, off-peak 85th-percentile  
operating speed in mph

\*\* - Use for taper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channelizers (CA).

TABLE 2

SPEED (S)	LONGITUDINAL BUFFER SPACE AND LONGER STATION SPACING		
	MIN D**	DOWNGRADE MIN D	***
20	ft	-3%	ft
25	115	11	126
30	155	158	173
35	200	205	227
40	250	257	287
45	305	315	354
50	360	377	427
55	425	474	507
60	495	553	593
65	570	638	686
70	650	728	785
75	730	825	890

\* - Speed is posted and limit, off-peak 85th-percentile speed prior to work starting, or operating speed in mph

\*\* - Longitudinal buffer space or station spacing and longer than 1 mile.

\*\*\* - Use on sustained downgrade or longer than 1 mile.

TABLE 3

ROAD TYPE	ADVANCE WARNING SIGN SPACING			
	DISTANCE BETWEEN SIGNS *			
URBAN - 25 MPH OR LESS	A	B	C	F
	ft	ft	ft	ft
URBAN - MORE THAN 25 MPH TO 40 MPH	100	100	100	100
	250	250	250	250
URBAN - MORE THAN 40 MPH	350	350	350	350
	500	500	500	500
RURAL	500	500	500	500
	1000	1500	1500	2640

\* - The distances are approximate, are intended for guidance purposes only, and should be applied with engineering judgment. These distances should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

DATE COUNTY ROUTE POST MILES SHEET TOTAL  
TOTAL PROJECT NO. SHEETS

REGISTERED CIVIL ENGINEER

January 20, 2017

PLANS APPROVAL DATE

ONE STATE OF CALIFORNIA OR ITS OFFICES  
ONE AGENTS SHALL COPY BE RESPONSIBLE FOR  
MAINTAINING THE ORIGINAL AND ALL  
COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER  
No. 10847  
Exp. 12/31/17  
CIVIL

TO ACCOMPANY PLANS DATED \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

Traffic Control System Tables  
for Lane and Ramp Closures

NO. SC/

DATE: JANUARY 20, 2017  
SUPERSEDES STANDARD PLAN T9  
THE STANDARD PLANS BOOK, DATED 2015.

REVISED PLAN ROAD PLAN RSP T9

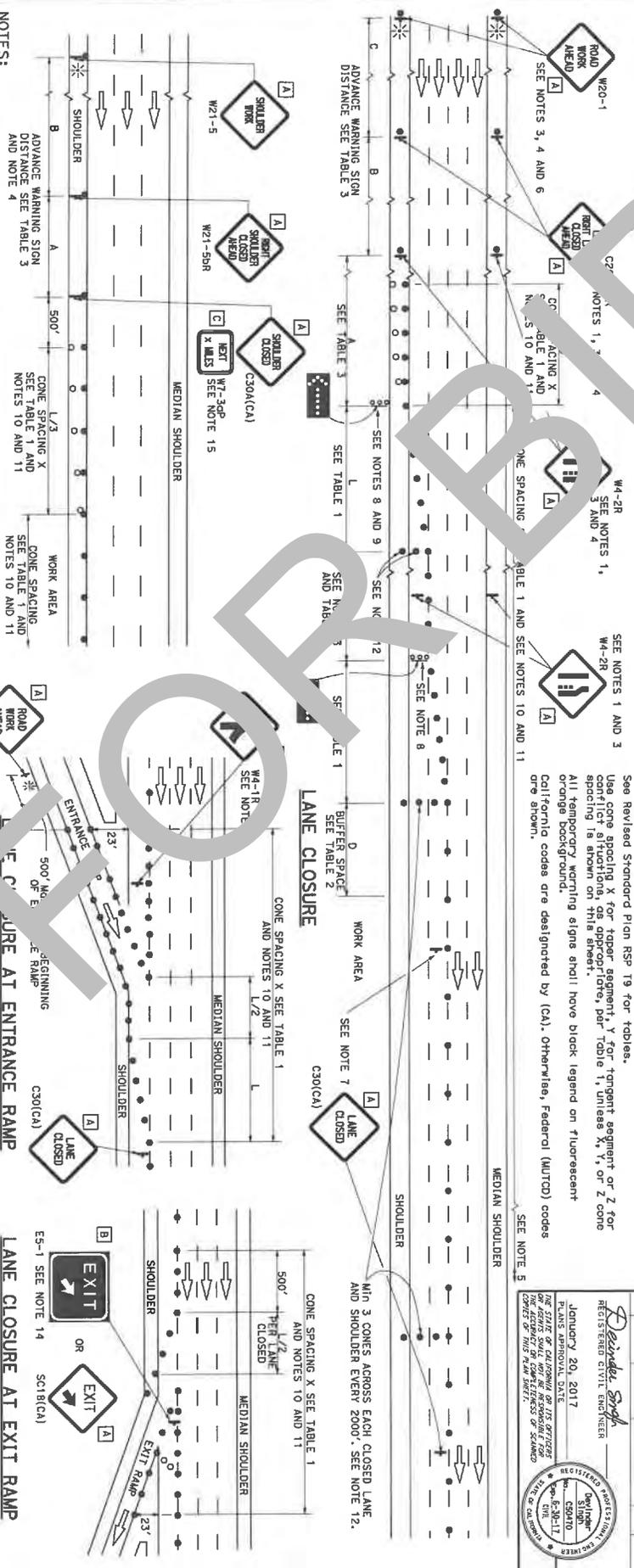
OVERLAY (AS APPROPRIATE)

TO ACCOMPANY PLANS DATED \_\_\_\_\_

DATE	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER  
 REGISTERED PROFESSIONAL ENGINEER  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 REGISTERED PROFESSIONAL ARCHITECT  
 REGISTERED PROFESSIONAL GEODETIC ENGINEER  
 REGISTERED PROFESSIONAL ELECTRICAL ENGINEER  
 REGISTERED PROFESSIONAL MECHANICAL ENGINEER  
 REGISTERED PROFESSIONAL CHEMICAL ENGINEER  
 REGISTERED PROFESSIONAL AERONAUTICAL ENGINEER  
 REGISTERED PROFESSIONAL METEOROLOGICAL ENGINEER  
 REGISTERED PROFESSIONAL CIVIL ENGINEER  
 REGISTERED PROFESSIONAL ELECTRICAL ENGINEER  
 REGISTERED PROFESSIONAL MECHANICAL ENGINEER  
 REGISTERED PROFESSIONAL CHEMICAL ENGINEER  
 REGISTERED PROFESSIONAL AERONAUTICAL ENGINEER  
 REGISTERED PROFESSIONAL METEOROLOGICAL ENGINEER

DATE: JANUARY 20, 2017  
 PROJECT NO.: 6E09070  
 SHEET NO.: 110  
 SHEETS: 111-112



**NOTES:**

- Median lane closures shall conform to the details as shown except that C20(CAL) and W4-2L signs shall be used.
- At least one person shall be assigned to provide full time maintenance of traffic control devices for lane closures.
- Duplicate sign installations are not required:
  - On opposite shoulder if at least one person is present to maintain the median shoulder is less than 8' and the outside lanes are to be closed.
  - In the median, if the width of the median shoulder is less than 8' and the outside lanes are to be closed.
- Each advance warning sign on each side of the roadway shall be equipped with at least two flags for daytime closure. Each sign shall be 48" x 48" in size. In advance of the work area, flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
- A 60" x 24" END ROAD WORK sign, with minimum size of 48" x 24" as appropriate, shall be placed at the end of the lane closure unless the end of work area is visible within a length project 8 miles.

**SHOULDER CLOSURE**

- If the W20-1 sign would follow within 2000' of a stationing W20-1 or 620-1 ROAD WORK NEXT MILES, use a C20(CAL) sign for the first advance warning sign.
- Place a C30(CA) sign every 2000' throughout length of lane closure.
- Use one flashing arrow sign for each lane closure. The flashing arrow sign shall be Type I.
- A minimum 1500' of sight distance shall be provided where a possible for cones. Lane closures shall not be used on curves. Vertical curve or on a horizontal curve.
- All cones used for lane closures during hours of darkness shall be fitted with retroreflective bands (or sleeves).
- Portable delineators, placed at one-half the spacing indicated for traffic control cones may be used instead of cones for daytime closures only.

**LANE CLOSURE AT ENTRANCE RAMP**

- A minimum of 3 cones shall be placed transversely across each closed lane and required of each location where a taper or cross may be used. The cones shall be placed in the "Lane Closure" detail. The traffic cones may be used instead of the 3 cones. The transverse alignment may be shifted from the 10' tolerance alignment to provide access to the work area.
- The 2L tangent shown along lane lines shall be used between the L tapered required for each closed traffic lane.
- The ES-1 or SC18(CA) and W4-1 signs shall be used as shown.
- A W7-30P "NEXT MILES" plaque must be used if the shoulder closure extends beyond the distance that can be perceived by road users.
- For the warning sign requirements at the Exit Ramp, see CA MUTCD Figure 6H-22 to 6H-27.

**LANE CLOSURE AT EXIT RAMP**

- ES-1 SEE NOTE 14 (SC18(CA))
- SEE NOTE 16

**LEGEND**

●	TRAFFIC CONE
○	TRAFFIC CONE (OPTIONAL TAPER)
⬇	TEMPORARY TRAFFIC CONTROL SIGN
⬆	FLASHING ARROW SIGN (FAS)
⬆	PORTABLE FLAS
⬆	BEACON

**STATE OF CALIFORNIA**  
 DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON EXPRESSWAYS**

**REVISIONS AND STANDARD PLAN RSP T10**

DATE: JANUARY 20, 2015  
 SHEET NO.: 110  
 SHEETS: 111-112

REVISIONS AND STANDARD PLAN RSP T10

DATE: JANUARY 20, 2015

REVISIONS AND STANDARD PLAN RSP T10

DATE: JANUARY 20, 2015

REVISIONS AND STANDARD PLAN RSP T10

DATE: JANUARY 20, 2015

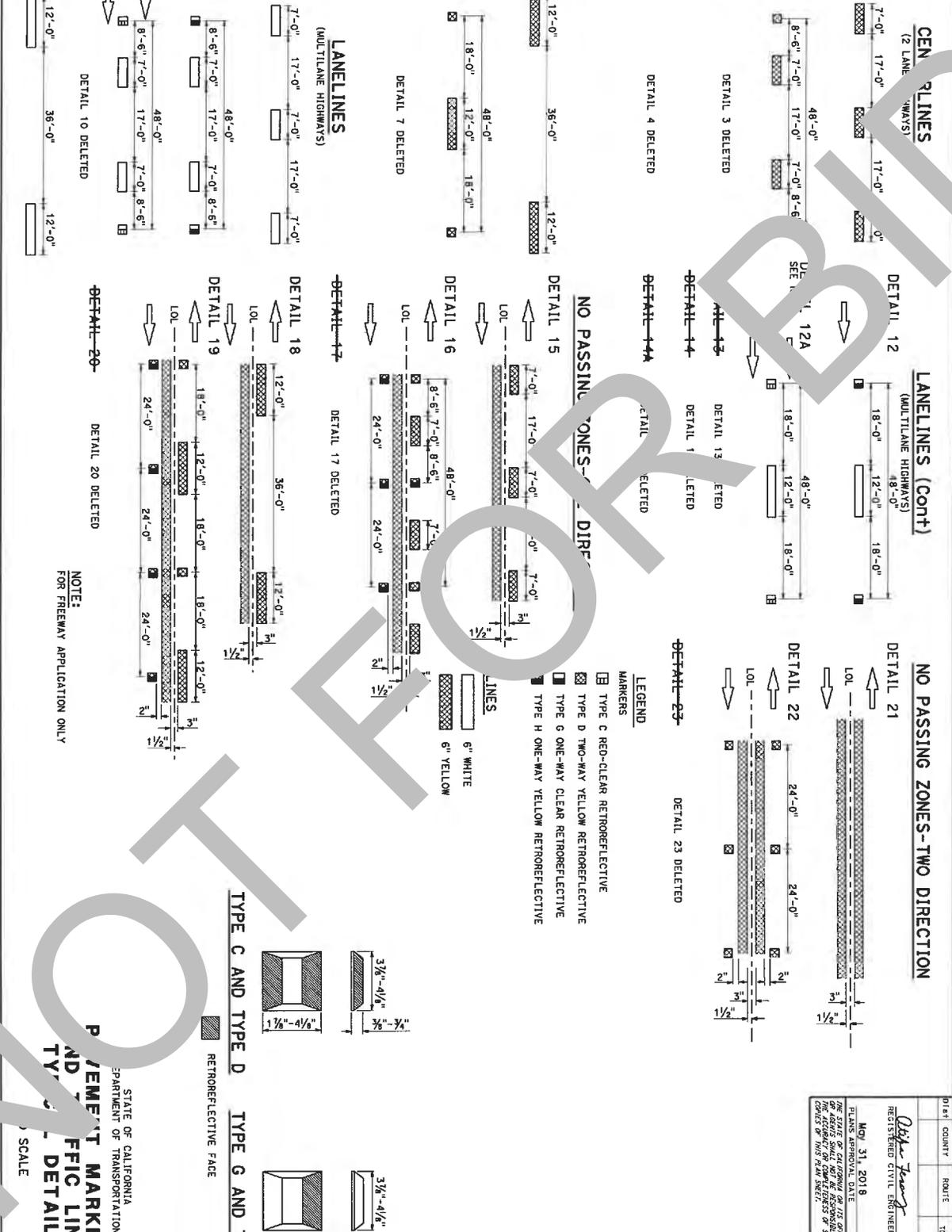
REVISIONS AND STANDARD PLAN RSP T10

DATE: JANUARY 20, 2015

REVISIONS AND STANDARD PLAN RSP T10

DATE: JANUARY 20, 2015





**CEN**  
**LANELINES**  
(2 LANE HIGHWAYS)

**LANELINES (Cont)**  
(MULTILANE HIGHWAYS)

**NO PASSING ZONES - TWO DIRECTION**

DETAIL 1  
↑  
7'-0" 17'-0" 17'-0" 0"

DETAIL 2  
↑  
8'-6" 7'-0" 17'-0" 7'-0" 8'-6"

DETAIL 3  
↑  
48'-0" 8'-6" 7'-0" 17'-0" 7'-0" 8'-6"

DETAIL 4 DELETED

DETAIL 5  
↑  
12'-0" 36'-0" 12'-0"

DETAIL 6  
↑  
18'-0" 12'-0" 18'-0"

DETAIL 7 DELETED

DETAIL 8  
↑  
7'-0" 17'-0" 7'-0" 17'-0" 7'-0"

DETAIL 9  
↑  
48'-0" 8'-6" 7'-0" 17'-0" 7'-0" 8'-6"

DETAIL 9A  
↑  
8'-6" 7'-0" 17'-0" 7'-0" 8'-6"

DETAIL 10 DELETED

DETAIL 11  
↑  
12'-0" 36'-0" 12'-0"

DETAIL 12  
↑  
18'-0" 12'-0" 18'-0"

DETAIL 13  
↑  
48'-0" 18'-0" 12'-0" 18'-0"

DETAIL 14 DELETED

DETAIL 15  
↑  
7'-0" 17'-0" 7'-0" 7'-0" 7'-0"

DETAIL 16  
↑  
8'-6" 7'-0" 8'-6" 48'-0" 7'-0" 24'-0"

DETAIL 17 DELETED

DETAIL 18  
↑  
12'-0" 36'-0" 12'-0"

DETAIL 19  
↑  
18'-0" 12'-0" 18'-0" 18'-0" 12'-0" 24'-0" 24'-0" 24'-0"

DETAIL 20 DELETED

DETAIL 21  
↑  
LOL

DETAIL 22  
↑  
LOL 24'-0" 24'-0"

DETAIL 23 DELETED

**LEGEND**

- TYPE C RED-CLEAR RETROREFLECTIVE MARKERS
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

**TYPE C AND TYPE D**

RETROREFLECTIVE FACE

3 3/8" - 4 1/8"

3/8" - 3/4"

1 3/8" - 4 1/8"

**TYPE G AND TYPE H**

RETROREFLECTIVE FACE

3 3/8" - 4 1/8"

3/8" - 3/4"

1 3/8" - 4 1/8"

**PAVEMENT MARKERS AND PAVEMENT MARKING LINES**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

SCALE

**A20A**

01st COUNTY ROUTE 1057 TOTAL SHEET TOTAL

REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE

NOV 31, 2018

REGISTERED PROFESSIONAL ENGINEER

11110 EUREKA

NO. 53119

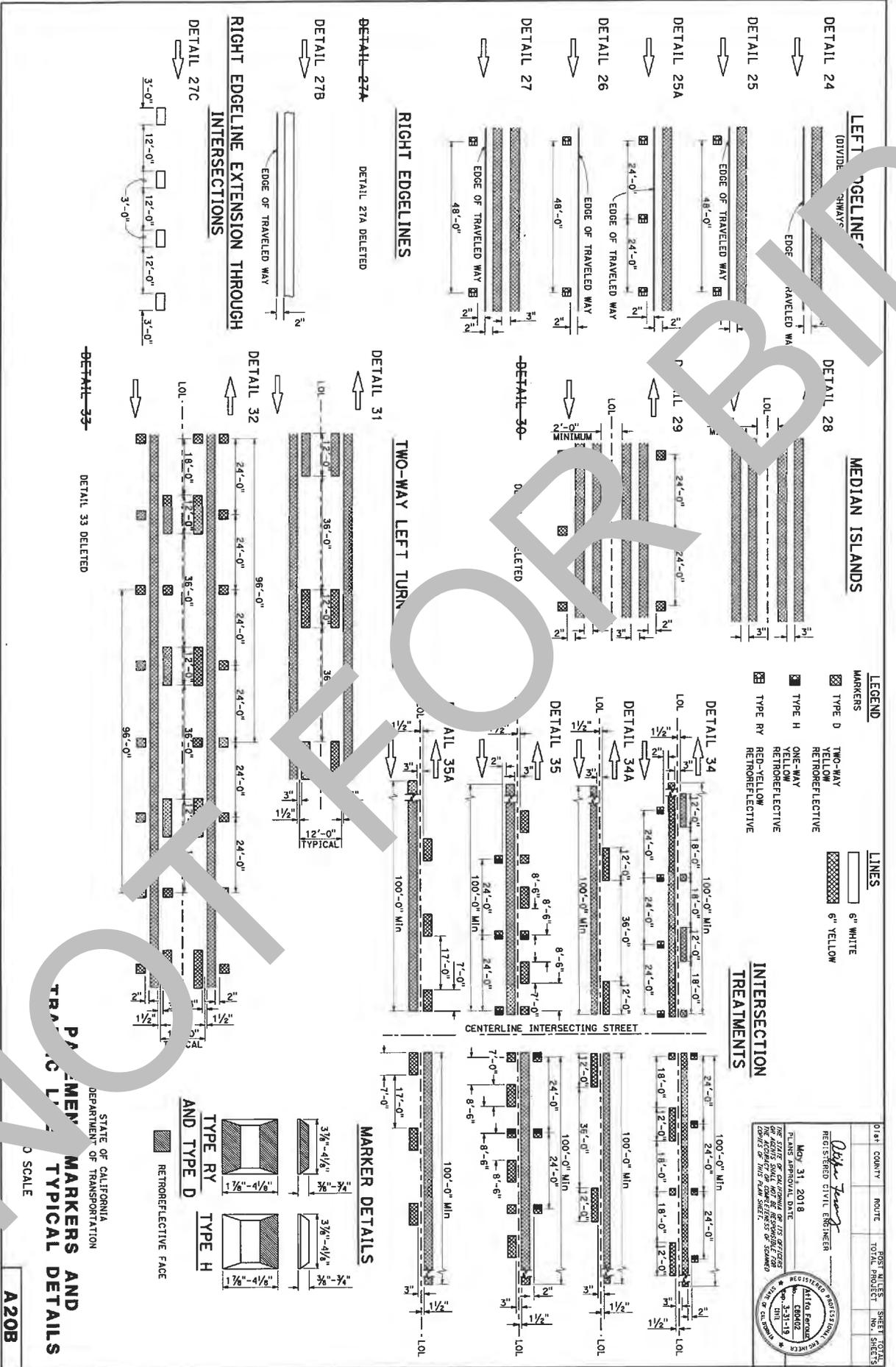
NOV 31, 2018

REGISTERED CIVIL ENGINEER

STATE OF CALIFORNIA

ONE SHEET OF 11 SHEETS

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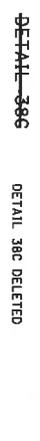
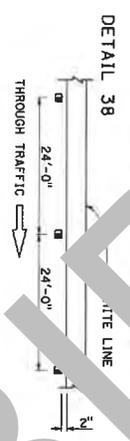
014+ COUNTY ROUTE 4853+ TOTAL PROJECT SHEET TOTALS  
 NO. SHEETS

REGISTERED CIVIL ENGINEER  
 May 31, 2018  
 FILMS APPROVAL DATE  
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REGISTERED PROFESSIONAL ENGINEER  
 ALTAIR FERROZ  
 CIVIL ENGINEER  
 No. 3531-18  
 STATE OF CALIFORNIA

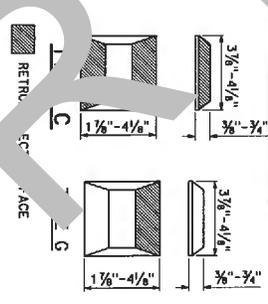
Return to Table of Contents

**CHANNELIZING LINE**



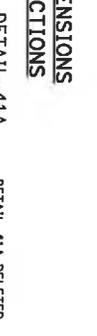
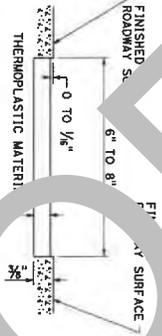
**LEGEND**  
**MARKERS**  
 TYPE C RED-CLEAR RETROREFLECTIVE  
 TYPE G ONE-WAY CLEAR RETROREFLECTIVE

**MARKER DETAILS**

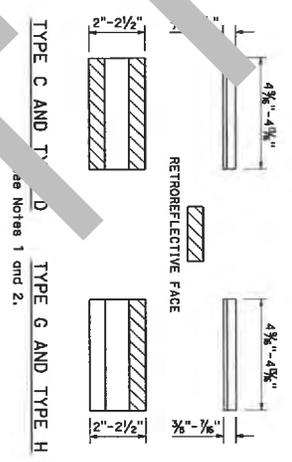
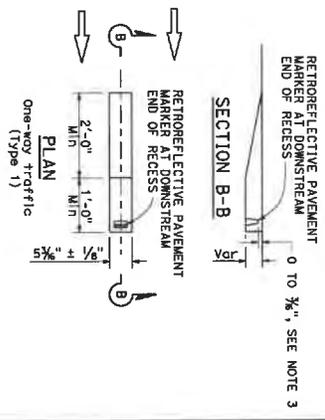
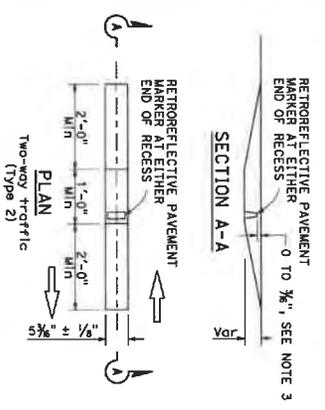


**DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE**

See Note A and B.  
**RECESSED THERMOPLASTIC NOTES:**  
 A. See typical traffic line details for pavement marking patterns.  
 B. The top of the thermoplastic installed in recessed pavement shall be 0 to 1/8" below the pavement surface.



**RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER**



**RECESSED MARKER NOTES:**  
 1. See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.  
 2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.  
 3. The top of pavement markers installed in recesses shall be 0 to 1/8" below the pavement surface.

**PAVEMENT MARKERS AND TRAFFIC LINES**  
**DETAILS**  
 SCALE  
**A20D**

DIST. COUNTY ROUTE DIST. TYP. SHEET NO. 11 TOTAL SHEETS

REGISTERED CIVIL ENGINEER

DATE: MAY 31, 2018

PLANS APPROVAL DATE

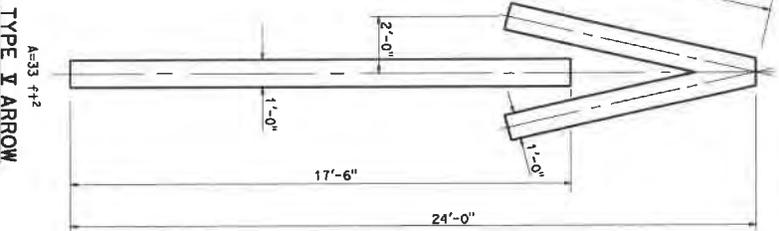
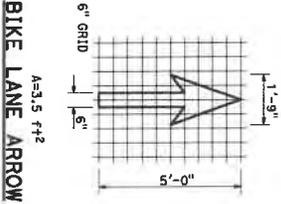
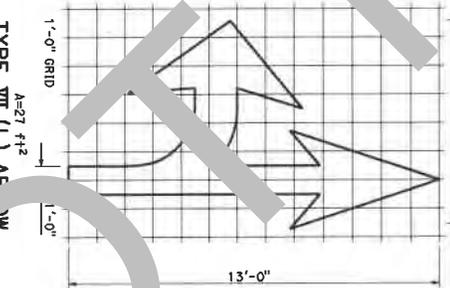
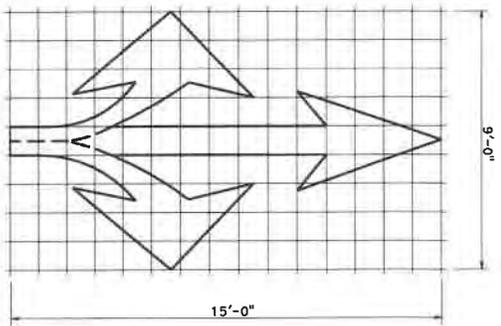
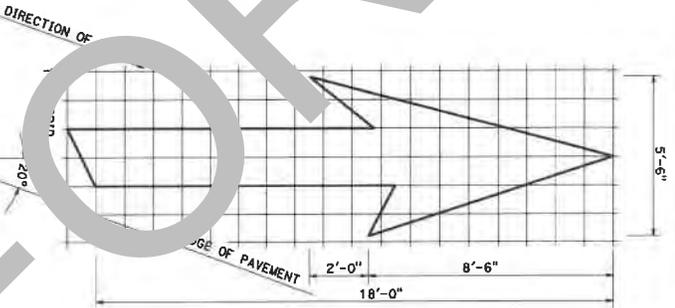
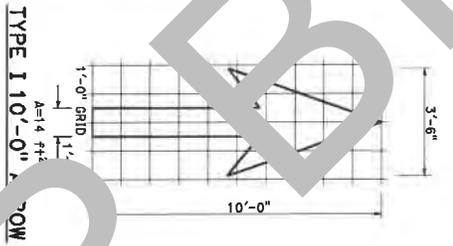
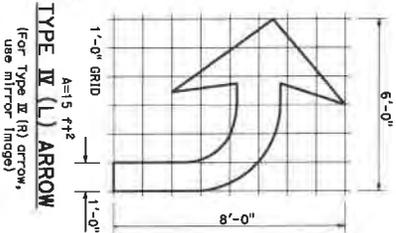
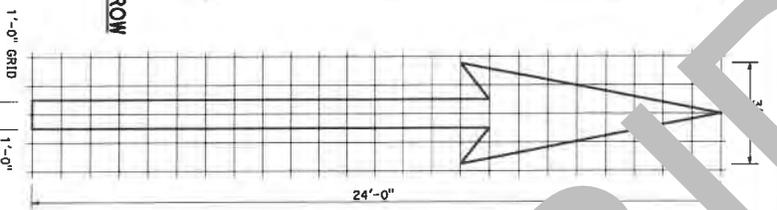
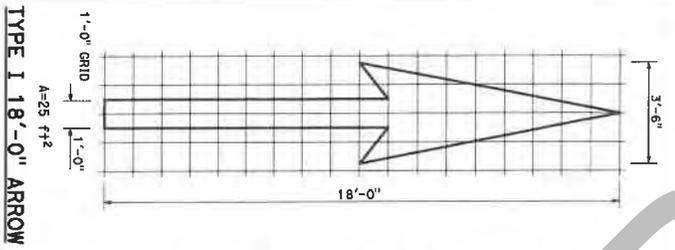
THE STATE OF CALIFORNIA, BY ITS OFFICERS, HAS REVIEWED THESE PLANS AND FINDS THEM TO BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.

REGISTERED PROFESSIONAL ENGINEER

DATE: MAY 31, 2018

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA, BY ITS OFFICERS, HAS REVIEWED THESE PLANS AND FINDS THEM TO BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.



**NOTE:**  
Minor variations in dimensions may be accepted by the Engineer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**STANDARD PAVEMENT MARKINGS**  
ARROWS  
SCALE

**A24A**

DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER  
*Oliver Feunoy*

NOV 31 2018  
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL  
ALTA RIZOV  
No. 5-11-13  
STATE OF CALIFORNIA

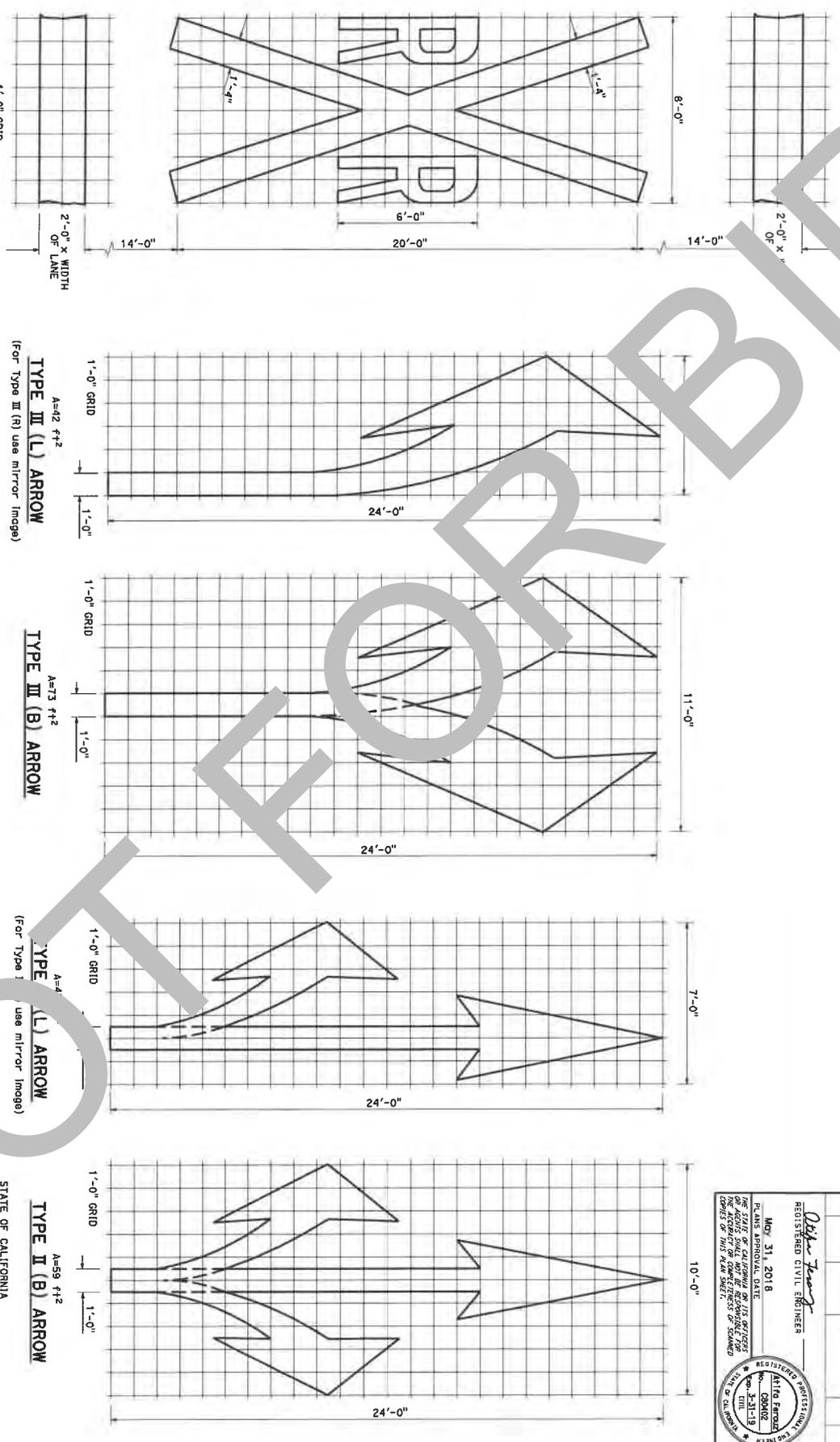
THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
DEPARTMENT OF TRANSPORTATION  
CONTRACT NO. 5-11-13  
SHEET NO. 17 OF 20 SHEETS

1014+	COUNTY	ROUTE	POST MILE	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

*Oliver Frank*  
REGISTERED CIVIL ENGINEER

APPROVED  
DATE  
MAY 31 2018  
Katie Frank  
REGISTERED PROFESSIONAL ENGINEER  
NO. C00402  
EXPIRES 3-31-19  
THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS  
THE ACCURACY OF DIMENSIONS OF SYMBOLS  
CORRECT ON THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER  
Katie Frank  
NO. C00402  
EXPIRES 3-31-19



**RAILROAD CROSSING SYMBOL**  
\* 70 ft± does not include the 2'-0" x variable width transverse lines.

**NOTE:**  
Minor variations in dimensions may be accepted by the Engineer.

**TYPE III (L) ARROW**  
(for Type III (R) use mirror image)

**TYPE I (L) ARROW**  
(for Type I (R) use mirror image)

**TYPE II (B) ARROW**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
RAILROAD CROSSING MARKINGS AND SYMBOLS  
SCALE  
**A24B**



DIST COUNTY ROUTE POST MILES SHEET TOTAL  
 TOTAL PROJECT NO. SHEETS

*Oliver Young*  
 REGISTERED CIVIL ENGINEER

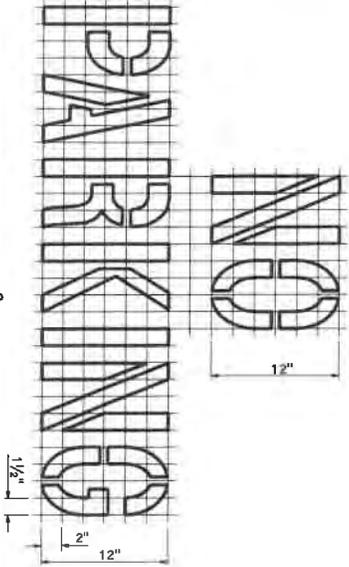
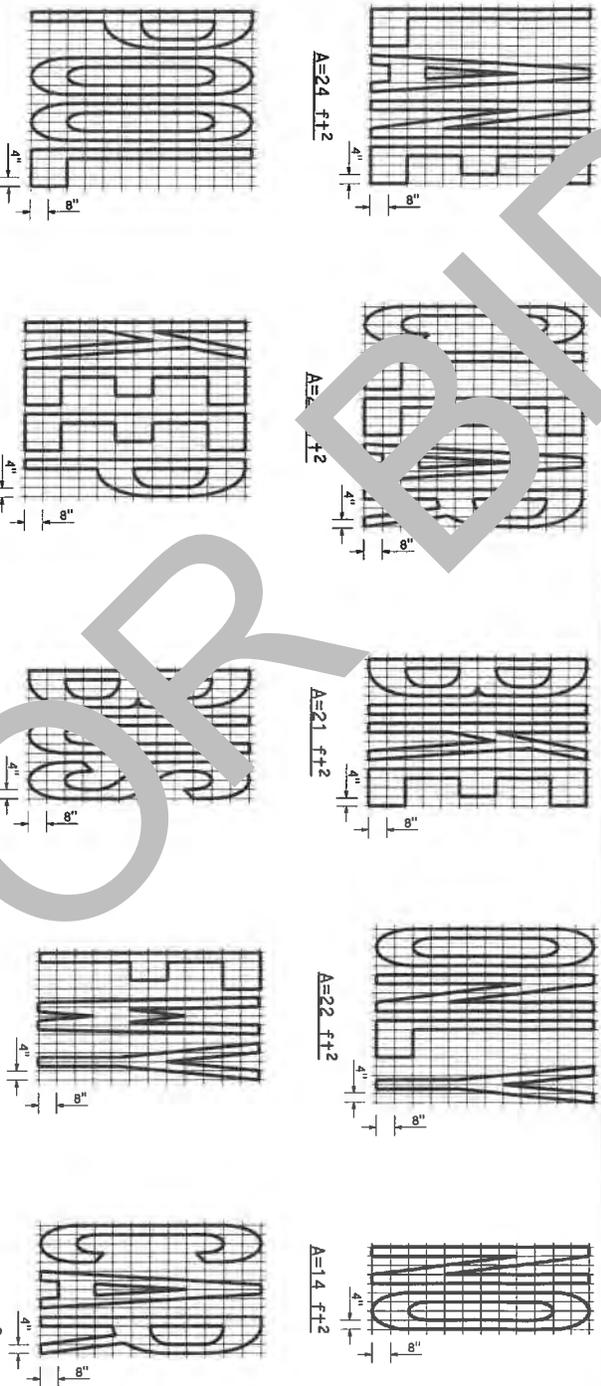
May 31, 2018  
 PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER  
 A1101602  
 Exp. 3-31-19  
 CIVIL  
 STATE OF CALIFORNIA

THE STATE SEAL NOTING THE QUALIFICATION OF THIS ENGINEER FOR THE EXERCISE OF HIS PROFESSIONAL FUNCTIONS IS VALID ONLY WHEN USED IN CONNECTION WITH THE STATE SEAL.

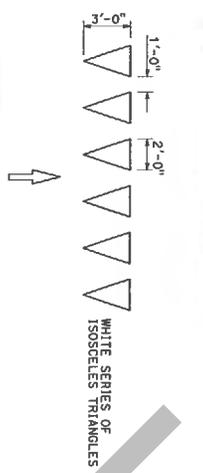
WORD MARKINGS

ITEM	TYPE	ITEM	FT+2
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16



See Notes 6 and 7

LIMIT LINE (STOP LINE)



YIELD LINE

NOTES:

1. If a message consists of more than one word, it must read "up", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters for high speed roads. Spacing shall be appropriately where there is limited space because of local conditions.
3. Where variations in dimensions may be accepted by the Engineer, the dimensions of a letter, number or symbol may be separated by connecting lines.
4. The words "NO PARKING" pavement marking is to be used for parking regulations. For typical locations of markings, see Standard Plans A30A and A30B.
5. The words "NO STOPPING" shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to the driver from the front of the vehicle.

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
 STANDARD PLANS  
 MARKINGS  
 AND YIELD LINES

A24E

**Figure 2A-2 (CA). Examples of Heights and Lateral Locations of Sign Installations**

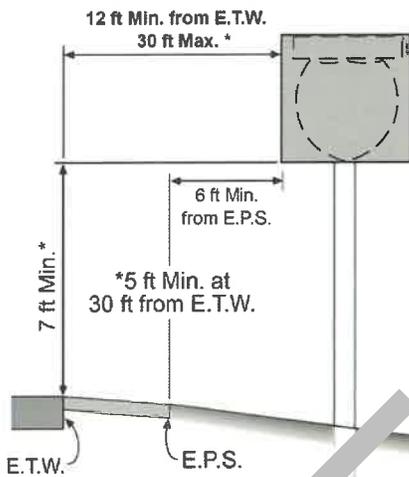
**NOTES:**

These sign positions are typical and should be considered a standard. When physical conditions require deviation from these typicals, they should be documented. When clear roadside recovery areas are provided, signs shall be placed as far from the traveled way as possible, up to 30 ft. When possible, they should be placed in protected locations.

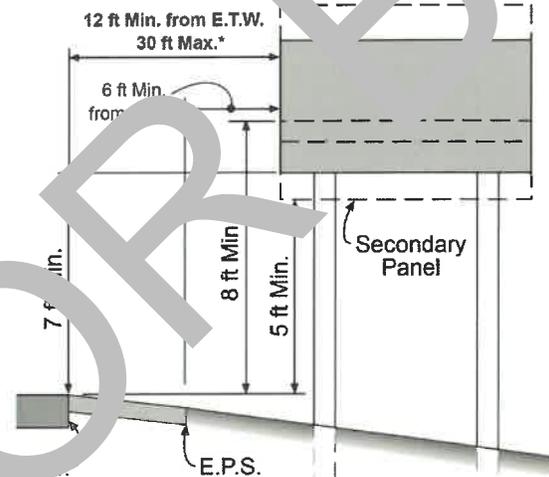
Signs in medians shall be placed at midpoint of median, and should not be closer than 6 ft from edge of a paved shoulder, or if none, 12 ft from edge of the traveled way. When appropriate, signs for opposing directions shall be placed back to back.

E.T.W. = Edge of Traveled Way  
 E.P.S. = Edge of Paved Shoulder

**FREEWAY AND EXPRESSWAY LOCATIONS**

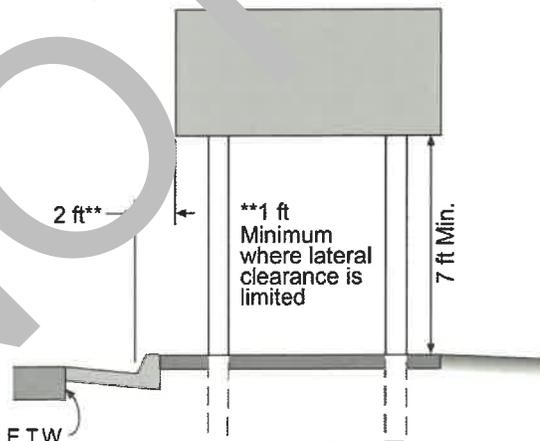


**ROUTE SHIELDS  
 REGULATORY AND WARNING SIGNS**

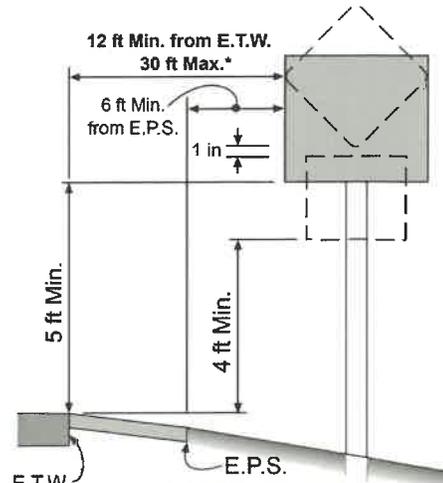


**GUIDE SIGNS**

**CONVENTIONAL HIGHWAYS AND INTERCHANGE AREAS**

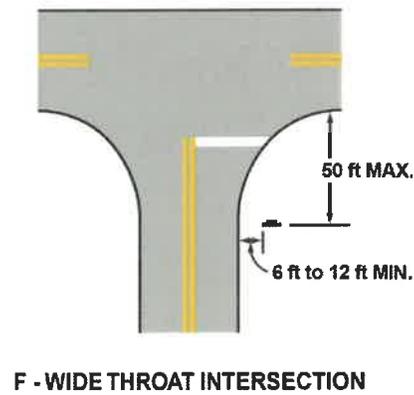
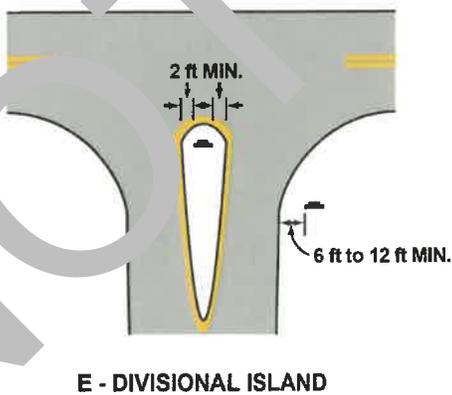
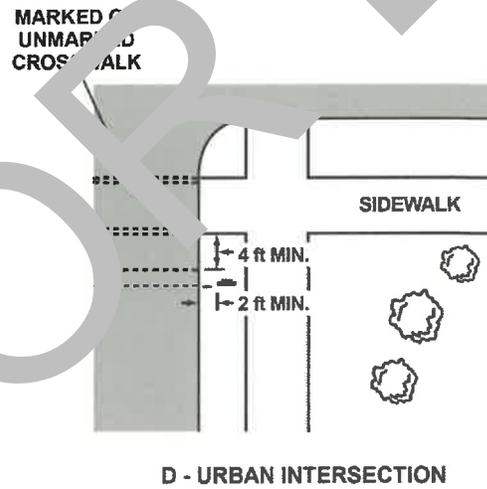
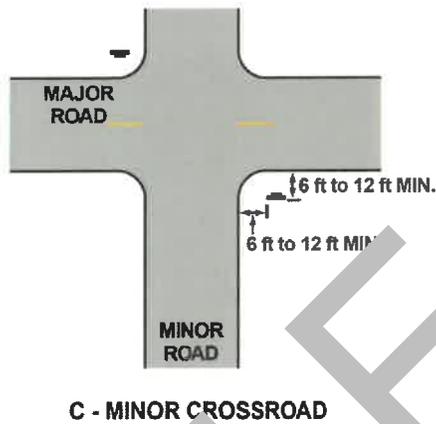
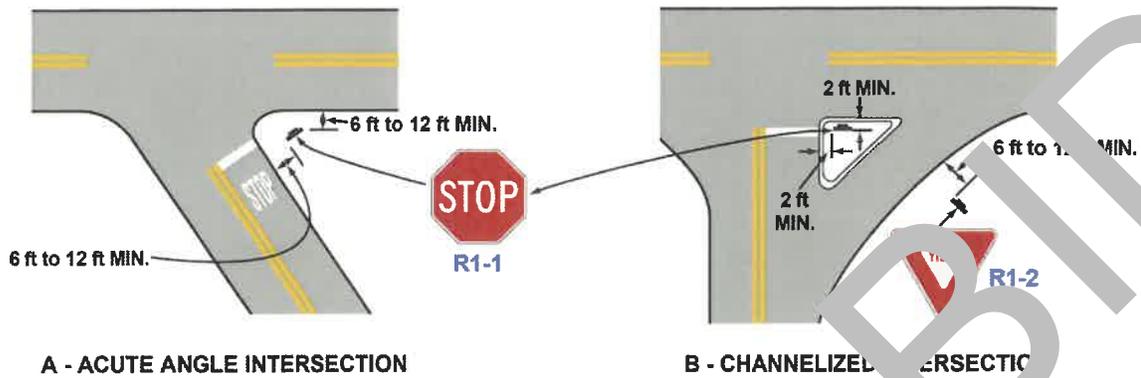


**Urban Locations and Rural Locations  
 with Sidewalk**



**RURAL  
 LOCATIONS**

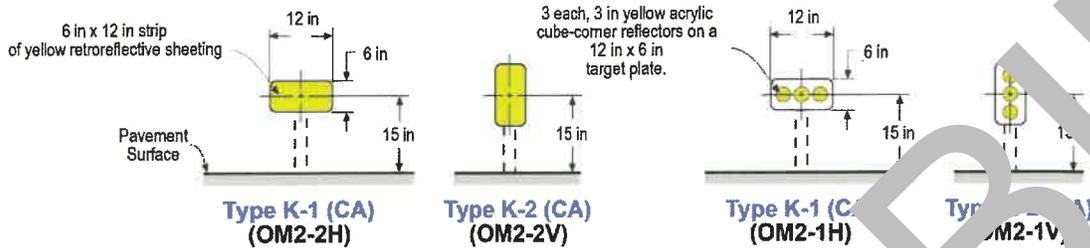
**Figure 2A-3. Examples of Locations for Some Typical Signs at Intersections**



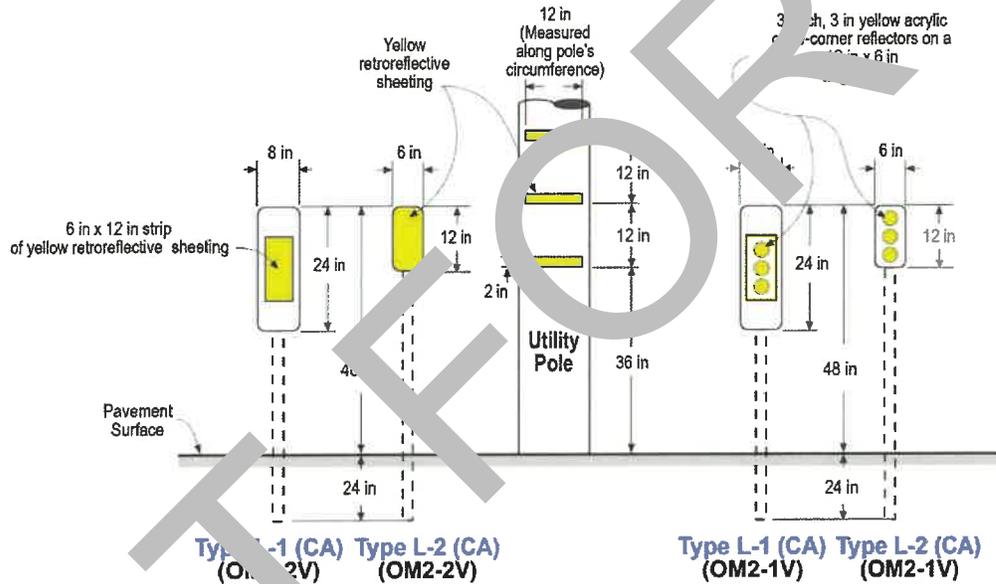
Note: Lateral offset is a minimum of 6 feet measured from the edge of the shoulder, or 12 feet measured from the edge of the traveled way. See Section 2A.19 for lower minimums that may be used in urban areas, or where lateral offset space is limited.

**Figure 2C-13 (CA). California Object Markers (Sheet 1 of 2)**

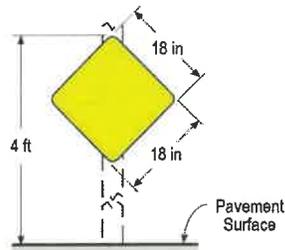
**Type K (CA) Object Marker (Type 2)  
 (obstructions adjacent to the roadway)**



**Type L (CA) Object Marker (Type 2)  
 (obstructions adjacent to the roadway)**



**Type N (CA) Object Marker (Type 1 or Type 4)  
 (obstructions within the roadway or end of roadway)**

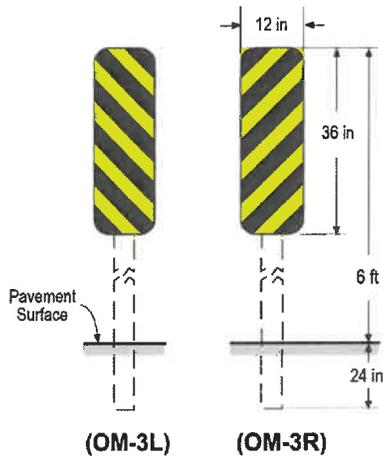


**Type N-1 (CA) (OM1-3), Type N-2 (CA) (OM4-3)**

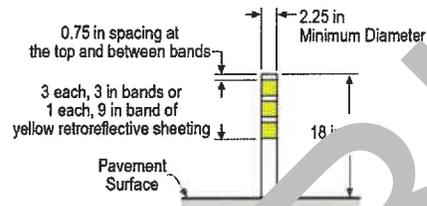
NOT TO SCALE

Figure 2C-13 (CA). California Object Markers (Sheet 2 of 2)

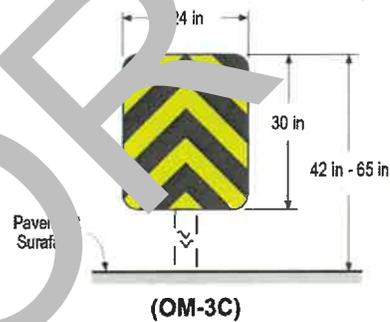
**Type P (CA) Object Marker (Type 3)**  
(obstructions adjacent to the roadway)



**Type Q (CA) Object Marker (Type 1)**  
(obstructions within the roadway)

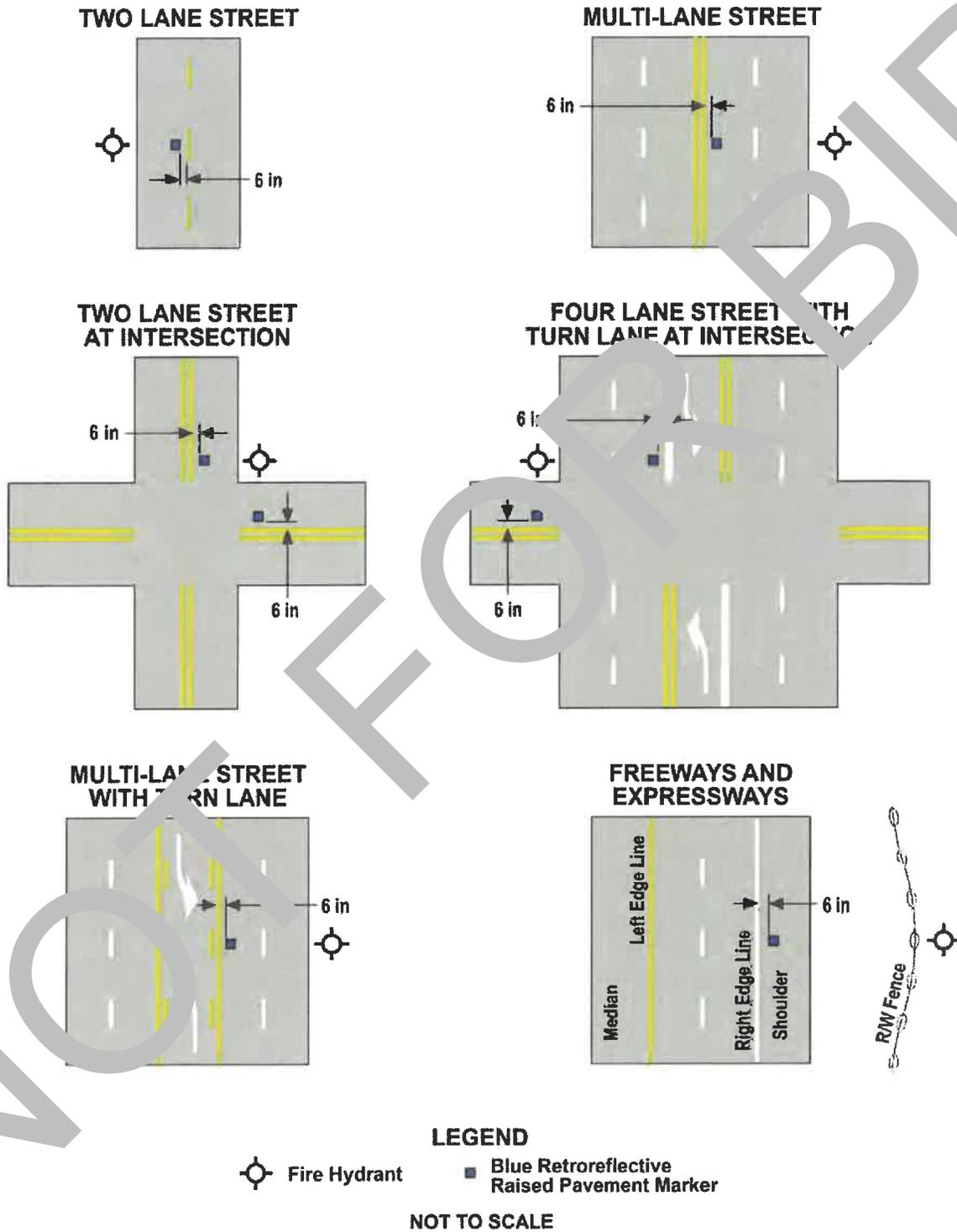


**Type R (CA) Object Marker (Type 1)**  
(obstructions within the roadway)

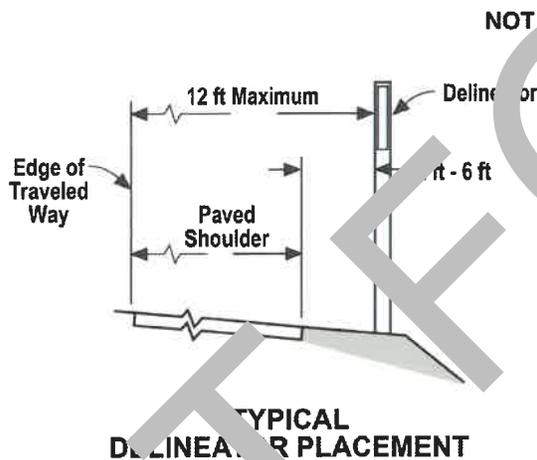
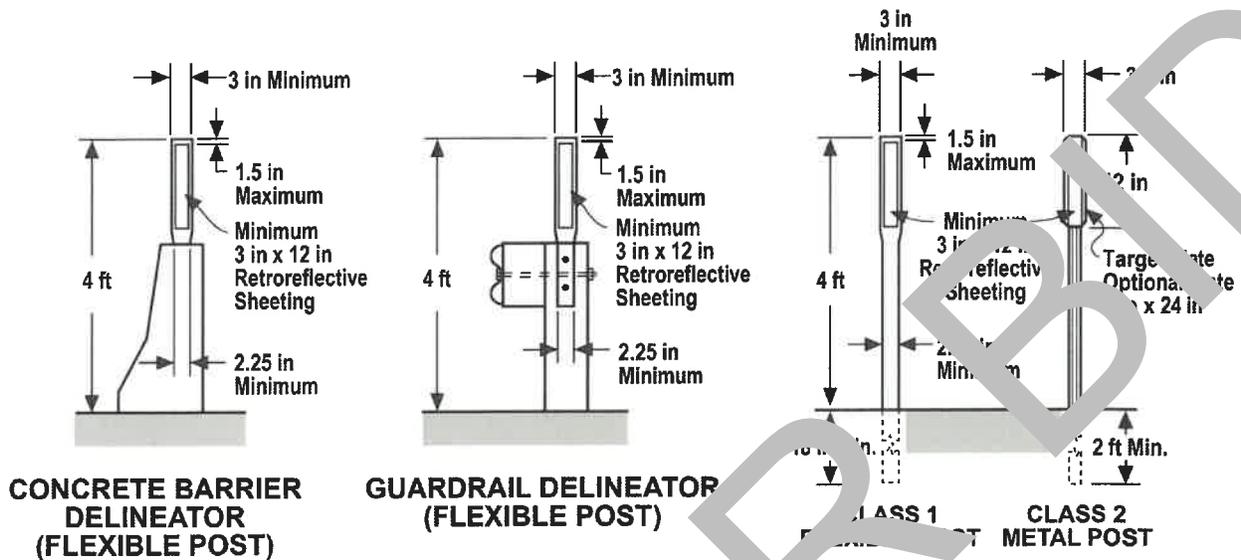


NOT TO SCALE

**Figure 3B-102 (CA). Examples of Fire Hydrant Location Pavement Markers**



**Figure 3F-101 (CA). Examples of Delineators**



NOT TO SCALE

**TYPES OF DELINEATORS**

TYPE	RETROREFLECTOR COLOR	
	FRONT	BACK*
E	WHITE	WHITE
F	WHITE	NONE
G	YELLOW	NONE
J	RED	NONE

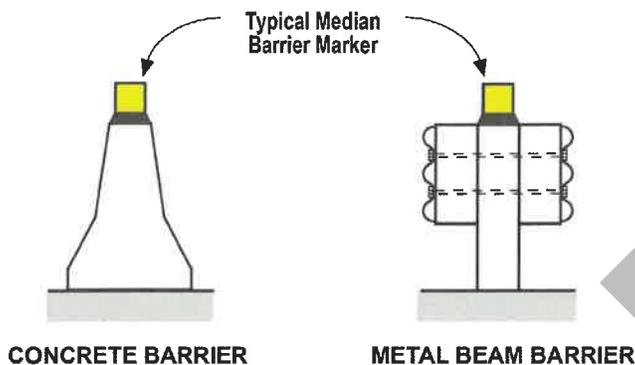
\*Back Retroreflector:  
 Class 1 Delineator - 3 in ± square of retroreflective sheeting.  
 Class 2 Delineator - 3 in ± acrylic cube-corner retroreflective element.

Notes:

1. Class 1 (Flexible Post) Delineators are standard on State highways, except for certain locations, e.g., snow protected areas behind guardrail, etc. The color of the post is white.
2. Class 1 (Flexible Post) Delineators used in construction or maintenance zones shall be orange with white retroreflective sheeting. However, if the delineators are to remain in place as a permanent roadway feature after the construction or maintenance period, the color of the post shall be white with the appropriate color of retroreflective sheeting as specified in Section 3F.03.

The Type of Retroreflective Element and Class of Post is designated as E-1, F-2, etc.

**Figure 3F-105 (CA). Examples of Median Barrier Delineation**



NOT TO SCALE

**Table 3F-1. Approximate Spacing for Delineators on Horizontal Curves**

Radius (R) of Curve	Approximate Spacing (S) on Curve
50 feet	20 feet
115 feet	25 feet
150 feet	35 feet
250 feet	40 feet
300 feet	<del>50 feet</del> 40 feet
	<del>55 feet</del> 40 feet
500 feet	<del>65 feet</del> 40 feet
600 feet	<del>70 feet</del> 40 feet
700 feet	75 feet
800 feet	80 feet
900 feet	85 feet
1,000 feet	90 feet

- Notes:
1. Spacing for specific radii may be interpolated from table.
  2. The minimum spacing should be 20 feet.
  3. The spacing on curves should not exceed 300 feet.
  4. In advance of or beyond a curve, and proceeding away from the end of the curve, the spacing of the first delineator is 2S, the second 3S, and the third 6S, but not to exceed 300 feet.
  5. S refers to the delineator spacing for specific radii computed from the formula  $S=3\sqrt{R-50}$ .
  6. The distances for S shown in the table above were rounded to the nearest 5 feet.

***(BLANK PAGE)***

NOT FOR BID

BIDDER: \_\_\_\_\_

**PROPOSAL**

**TO THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA**

For Construction On

**PHELAN ROAD INTERSECTION IMPROVEMENTS  
At Sonora Road, Tumbleweed Road, Sunny Vista Road and Arrowhead Road**

**LENGTH: 0.87 Mi.  
WORK ORDER: H14995  
AREA: Phelan  
ROAD NO.: 651850-13**

**NOTICE: BIDDERS MUST OBTAIN BIDDING DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS OR FROM THE COUNTY OF SAN BERNARDINO ELECTRONIC PROCUREMENT NETWORK (ePRO) <https://epro.sbcounty.gov/eepro/>. BIDS PREPARED ON FORMS OBTAINED FROM OTHER SOURCES WILL NOT BE ACCEPTED. BIDDERS MUST BE LISTED ON THE OFFICIAL PLAN HOLDERS LIST AT THE TIME BIDS ARE PUBLICLY OPENED. BIDS RECEIVED FROM BIDDERS WHO ARE NOT LISTED ON THE OFFICIAL PLAN HOLDERS LIST WILL NOT BE ACCEPTED.**

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation; that bidder has carefully examined the location of the proposed work, the proposed form of contract, and the plans and specifications therein referred to; and bidder proposes and agrees if this proposal is accepted, that bidder will contract with the County of San Bernardino, in the form of the copy of the contract to provide all necessary machinery, tools, apparatus and other means of construction, and to do all work and furnish all the materials specified in the contract, in the manner and in the time therein prescribed, and according to the requirements of the engineer as therein set forth, and that bidder will take in full payment therefor the following prices, to wit:

# PROPOSAL CHECKLIST AND ASSEMBLY SEQUENCE

## IMPORTANT

### Failure to Properly Complete Bid Package May Result in Rejection of Bid

1

Proposal – Assemble all pages in same numbering sequence as original.

- Replacement Bid Sheets from Addendum are substituted in sequence, if applicable.
- Unit Prices are entered for all bid items (or Alternate bid items).
- Corrections or changes to the bid document are initialed.
- Subcontractors, if any, are listed
- Public Contract Code Section 10285.1 Statement is executed
- Public Contract Code Section 10162 Questionnaire is completed
- Noncollusion Declaration is executed and submitted with bid.
- Bidder Information is completed and correct
- Proposal is complete and signed by authorized company representative.

2

Addendums, if any, are acknowledged (normally sent by facsimile and mail)

- "Bidder's Certification" (Just to Certification Page) are executed and attached.

3

Bidder's Security.

- 10% of Bid Amount – Cash, Cashier's Check, Certified Check or Bidder's Bond.
- If Bidder's Bond, surety signature is notarized.
- If Bidder's Bond, surety power of attorney is attached.

4

ePRO.

- Registered as a vendor in the ePro System prior to date and time to receive bid.
- If submitting bid through ePro, original Bid Security submitted in a separate sealed envelope labeled "Bid Bond" with the title of the work and name of bidder marked on outside of envelope to the Department of Public Works, Front Reception. Must be received on time before the time set for the opening of bids.
- If submitting a bid through ePro, Scan and attach to your quote the Fully Executed Proposal Documents (pages P-1 thru P-14).
- If submitting a bid through ePro, Scan and attach to your quote the Fully Executed Certification Page for ALL Addendums.

5

REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) (SENATE BILL 854).

DIR Registration Number identified for Bidder and all subcontractors.

Bidder: \_\_\_\_\_

Project: **PHELAN ROAD INTERSECTION IMPROVEMENTS**

W.O.#: **H14995**

Limits: **At Intersections of Sonora Road, Tumbleweed Road, Sunny Vista Road & Arrowhead Road**

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
1	50,000	F.A.	Supplemental Work (Unforeseen Differing Site Conditions and Utility Conflicts)	\$1.00	\$50,000
2	1	L.S.	Prepare Final Storm Water Pollution Prevention Plan	\$	\$
3	1	L.S.	Water Pollution Control Program	\$	\$
4	1	L.S.	Mobilization	\$	\$
5	1	L.S.	Traffic Control System	\$	\$
6	1	L.S.	Clearing and Grubbing	\$	\$
7	1	L.S.	Develop Water Supply	\$	\$
8	1	L.S.	Finishing Roadway	\$	\$
9	8,400	C.Y.	Roadway Excavation	\$	\$
10	65	TON	Asphalt Concrete (Type A, 3/8")	\$	\$
11	5,335	TON	Asphalt Concrete (Type A, 3/4")	\$	\$
12	2,500	C.Y.	Aggregate Base (Class 2)	\$	\$
13	700	L.F.	Place Asphalt Concrete (Traversable Base)	\$	\$
14	224	S.Y.	Place Asphalt Concrete (Driveways, Miscellaneous Areas)	\$	\$
15	70	S.Y.	Place Asphalt Concrete (Cut-Off Wall)	\$	\$
16	81	S.Y.	Place Gravel (Driveway)	\$	\$
17	9	C.Y.	Minor Concrete (Driveway)	\$	\$
18	350	S.Y.	Remove Existing Fence (Type CL-5 & CL-6)	\$	\$
19	2,550	S.Y.	Remove Asphalt Concrete Surfacing	\$	\$
20	65	S.Y.	Remove Concrete Driveway	\$	\$
21	10	EA.	Remove Roadside Sign	\$	\$
22	2,732	L.F.	Remove Traffic Stripes	\$	\$
23	25	EA.	Remove Delineator, Channelizer or Object Marker	\$	\$
24		EA.	Remove Tree and Tree Stump	\$	\$
25	198	L.F.	Chain Link Fence (Type CL-5)	\$	\$
26	171	L.F.	Chain Link Fence (Type CL-6)	\$	\$
27	1	EA.	Relocate 28'± Rolling Wrought Iron Gate (Type WI-7)	\$	\$
28	6	EA.	Reset Mailbox	\$	\$
29	38	EA.	Roadside Sign (Metal Post)	\$	\$
30	2	EA.	Portable Changeable Message Sign	\$	\$

Bidder: \_\_\_\_\_

**Project:** **PHELAN ROAD INTERSECTION IMPROVEMENTS**

**W.O.#:** **H14995**

**Limits:** **At Intersections of Sonora Road, Tumbleweed Road, Sunny Vista Road & Arrowhead Road**

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
31	37	EA.	Delineator - Class 1 (Type F)	\$	\$
32	17	EA.	Object Marker - Type L-1 (CA) (OM2-2V)	\$	\$
33	1	EA.	Object Marker - Type P (CA) (OM-3R)	\$	\$
34	1	EA.	Object Marker - Type N-1 (CA) (OM1-3)	\$	\$
35	12,292	L.F.	Paint 6" wide Traffic Stripe (2-Coat)	\$	\$
36	6,049	L.F.	Paint 8" wide Traffic Stripe (2-Coat)	\$	\$
37	9,318	L.F.	Paint 6" wide Double Yellow Traffic Stripe (2-Coat)	\$	\$
38	2,011	L.F.	Paint Pavement Marking (2-Coat)	\$	\$
39	1,017	EA.	Pavement Marker (Retroreflective Type D and G)	\$	\$
<b>Location Subtotal:</b>					
<b>NON-FEDERALLY FUNDED ITEMS</b>					
40	20,000	S.Y.	Cold Plane Asphalt Concrete	\$	\$
41	3,228	TON	Asphalt Concrete (Type A, 3/4")	\$	\$
<b>Location Subtotal:</b>					
<b>PROJECT TOTAL: \$</b>					

NOT FOR BIDDING

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained, rounded to the next lower penny, shall be the unit price.

If this proposal shall be accepted, the contract shall be signed by the successful bidder and returned **within 10 days**, and the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self-insurance coverage shall be provided **within 10 days**, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Should the undersigned fail to contract as aforesaid, the Board of Supervisors may, at its option, determine that the bidder has abandoned the contract, and, thereupon, this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same may be the property of the County of San Bernardino.

**NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL**

**BIDDER** \_\_\_\_\_

The bidder shall complete the following information as required by the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100 et seq.

**Note:** Subcontractors must be licensed and registered with the DIR (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)) at the time of the bid opening.

**Information marked with \*\* is required.** (Make additional copies of this form as needed.)

**SUBCONTRACTORS LIST**

Name: \*\* \_\_\_\_\_ Fed. ID: \_\_\_\_\_ Item(s) #: \*\* \_\_\_\_\_

Business Location: \*\* \_\_\_\_\_ % (s): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Amount: \$ \_\_\_\_\_

License #: \*\* \_\_\_\_\_ Description of Work: \*\* \_\_\_\_\_

DIR Registration #: \*\* \_\_\_\_\_

Name: \*\* \_\_\_\_\_ Fed. ID: \_\_\_\_\_ Item(s) #: \*\* \_\_\_\_\_

Business Location: \*\* \_\_\_\_\_ % (s): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Amount: \$ \_\_\_\_\_

License #: \*\* \_\_\_\_\_ Description of Work: \*\* \_\_\_\_\_

DIR Registration #: \*\* \_\_\_\_\_

Name: \*\* \_\_\_\_\_ Fed. ID: \_\_\_\_\_ Item(s) #: \*\* \_\_\_\_\_

Business Location: \*\* \_\_\_\_\_ % (s): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Amount: \$ \_\_\_\_\_

License #: \*\* \_\_\_\_\_ Description of Work: \*\* \_\_\_\_\_

DIR Registration #: \*\* \_\_\_\_\_

Name: \*\* \_\_\_\_\_ Fed. ID: \_\_\_\_\_ Item(s) #: \*\* \_\_\_\_\_

Business Location: \*\* \_\_\_\_\_ % (s): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Amount: \$ \_\_\_\_\_

License #: \*\* \_\_\_\_\_ Description of Work: \*\* \_\_\_\_\_

DIR Registration #: \*\* \_\_\_\_\_

**NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL**

**PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

In accordance with Public Contract Code section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code section 10285.1, the bidder hereby declares under penalty of perjury that the bidder

has  Check One has not

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code section 1101, with any public entity, as defined in Public Contract Code section 1102, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statements are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



**PUBLIC CONTRACT CODE**  
**SECTIONS 9204, 20104, 20104.2, 20104.4, 20104.6, AND 20104.50**  
**RESOLUTION OF CONSTRUCTION CLAIMS AND PROMPT PAYMENT**

**9204**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 13000) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 2, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim by a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The

public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(6) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute

resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

**20104.**

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 5.

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

**20104.2** For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract at the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or related defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

**10104.4** The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the

submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.10) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall any fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

#### **20104.6**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

#### **ARTICLE 1.7**

##### **Mediation, Performance, Payment**

#### **20104.5**

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is improper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

**NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL**

**NONCOLLUSION DECLARATION  
TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**

**(Public Contract Code section 7106)**

The undersigned declares:

I am the \_\_\_\_\_ [title] of \_\_\_\_\_ [name of the bidder], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

\_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Print Name

Signature - REQUIRED

\_\_\_\_\_

**NOTE: The above Noncollusion Declaration is part of the Bid, and failure to include the Noncollusion Declaration with the Bid will result in the Bid being found nonresponsive.**

**Bidders are reminded that this declaration must be signed under penalty of perjury.**

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

**IRAN CONTRACTING ACT OF 2010  
(Public Contract Code section 2200 et seq.)**

**(Applicable only to Contracts of One Million Dollars (\$1,000,000) or More)**

In accordance with Public Contract Code section 2204 (a), the bidder certifies that at the time the bid is submitted or the contract is renewed, that bidder is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

**NOTE: The above Certification is part of the Proposal. Signing the Proposal on the signature portion hereof shall also constitute signature of this Certification.**

**Bidders are cautioned that making a false certification may subject bidder to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.**

**NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL**

Accompanying this proposal is \_\_\_\_\_  
in the amount equal to at least ten percent of the total of the bid.

(Note: Insert the words "CASH (\$ )," "CASHIER'S CHECK," "CERTIFIED CHECK," or "BIDDER'S BOND," as the case may be.)

The names of all persons interested in the foregoing proposal as principals are as follows:

**NOTICE:** If the bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Licensed in accordance with an act providing for the registration of Contractors,  
License No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Dept. of Industrial Relations Reg. No.: \_\_\_\_\_ Federal Identification No.: \_\_\_\_\_

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing documents are true and correct and that the bidder satisfies all of the requirements identified in said documents.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

<u>Print Name</u>	<u>Signature - REQUIRED</u>	<u>Title</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Date:** \_\_\_\_\_

Name of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

Place of Business \_\_\_\_\_

Business Phone No. \_\_\_\_\_ Business Fax No. \_\_\_\_\_

Place of Residence \_\_\_\_\_

# BID BOND

## KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, as Principal, (hereinafter called the "Principal")  
and \_\_\_\_\_, as Surety, (hereinafter called "Surety"),  
an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California,

are held and firmly bound unto the **COUNTY OF SAN BERNARDINO**, as Obligee, (hereinafter called "Obligee"), in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for:

**PROJECT TITLE: PHELAN ROAD INTERSECTION IMPROVEMENTS; PROJECT LIMITS: AT SONORA ROAD, TUMBLEWEED ROAD, SUNNY VISTA Road and Arrowhead Road;W. O. NO.: H14995**

**BID DATE:** \_\_\_\_\_

**NOW, THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of said proposal and give such bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, and in the event of the failure of the Principal to enter into such contract and give such bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and the larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed with \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Year

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature, Attorney-in-Fact

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



Contract Number

\_\_\_\_\_

SAP Number

\_\_\_\_\_

# PUBLIC WORKS

Department Contract Representative  
Telephone Number

\_\_\_\_\_

\_\_\_\_\_

Contractor  
Contractor Representative  
Telephone Number  
Contract Term  
Original Contract Amount  
Amendment Amount  
Total Contract Amount  
Cost Center

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## IT IS HEREBY AGREED AS FOLLOWS:

*(Use space below and additional bond sheets. Set forth services to be rendered, amount of contract, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

**ARTICLE I.** That for and in consideration of payment and agreements hereinafter mentioned to be made and performed by County, and under the conditions expressed in the two bonds, hereunto annexed, Contractor agrees with County, at Contractor's own proper cost and expense to do all the work and to furnish all the materials necessary to construct and complete in a good, workmanlike and substantial manner, this project to the satisfaction of the Director of Public Works in accordance with the following documents, which are incorporated herein by this reference, and the articles set out below:

Plans entitled: Plans for construction on PHELAN ROAD INTERSECTION IMPROVEMENTS At Sonora Rd., Tumbleweed Rd., Sunny Vista Rd., & Arrowhead Rd., Federal aid-Project No.: HSIPL-5954 (60) Phelan Area Work Order No.: H14995; Road No.: 651850-013.

California Department of Transportation (Caltrans) 2015 Standard Specifications and the 2015 Standard Plans including the Caltrans 2015 Revised Standard Specifications and the 2015 Revised Standard Plans (Revisions on both the Standard Specifications and the Standard Plans through July 21, 2017), unless specified otherwise in the contract documents.

Special Provision entitled: Special Provisions for Construction on PHELAN ROAD INTERSECTION IMPROVEMENTS At Sonora Road, Tumbleweed Road, Sunny Vista Road & Arrowhead Road; Federal aid-Project: HSIPL-5954 (60); Length: 0.87 Mi.; Work Order No.: H14995; Area: Phelan; Road No.: 651850-013.

**ARTICLE II.** Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until its acceptance by the County, and for all risks of every description connected with the work; also for expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Project: \_\_\_\_\_

W.O. #: \_\_\_\_\_

Limits: \_\_\_\_\_

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
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*Table of Contract Quantities, Items and Prices will be shown here*

NOT FOR BID

Project: \_\_\_\_\_

W.O. #: \_\_\_\_\_

Limits: \_\_\_\_\_

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
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NOT FOR BID

**ARTICLE III.** County hereby promises and agrees with Contractor to employ and does hereby employ Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and thereby contracts to pay the same at the time, in the manner and upon conditions above set forth, and said parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

**ARTICLE IV.** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other banking account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

**ARTICLE V.** Contractor may, upon written request and at their expense, deposit substitute securities found in Government Code Section 16430 as authorized by Public Contract Code Section 22300 in lieu of retention monies withheld to insure performance.

**ARTICLE VI.** It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**ARTICLE VII.** During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 12960, 12961, 12962, 12963, 12964, 12965, 12966, 12967, 12968, 12969, 12970, 12971, 12972, 12973, 12974, 12975, 12976, 12977, 12978, 12979, 12980, 12981, 12982, 12983, 12984, 12985, 12986, 12987, 12988, 12989, 12990, 12991, 12992, 12993, 12994, 12995, 12996, 12997, 12998, 12999, 13000, 13001, 13002, 13003, 13004, 13005, 13006, 13007, 13008, 13009, 13010, 13011, 13012, 13013, 13014, 13015, 13016, 13017, 13018, 13019, 13020, 13021, 13022, 13023, 13024, 13025, 13026, 13027, 13028, 13029, 13030, 13031, 13032, 13033, 13034, 13035, 13036, 13037, 13038, 13039, 13040, 13041, 13042, 13043, 13044, 13045, 13046, 13047, 13048, 13049, 13050, 13051, 13052, 13053, 13054, 13055, 13056, 13057, 13058, 13059, 13060, 13061, 13062, 13063, 13064, 13065, 13066, 13067, 13068, 13069, 13070, 13071, 13072, 13073, 13074, 13075, 13076, 13077, 13078, 13079, 13080, 13081, 13082, 13083, 13084, 13085, 13086, 13087, 13088, 13089, 13090, 13091, 13092, 13093, 13094, 13095, 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(2) To furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

By my signature hereunder, as Contractor, I certify that I am aware of the above provisions and requirements of the Cargo Preference Act and understand that the County may require Contractor to provide proof of the Contractor's/subcontractor's compliance with the Cargo Preference Act acceptable to County, the California Department of Transportation and the U.S. Department of Transportation Federal Highway Administration ("FHWA"). At the County Engineer's direction, Contractor shall certify in writing to County that Contractor and/or subcontractors has/have complied with the Cargo Preference Act.

BOARD OF SUPERVISORS

\_\_\_\_\_  
*(Print or type the name of corporation, company, contractor, etc.)*

By \_\_\_\_\_  
 Curt Hagman, Chairman, Board of Supervisors *(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_  
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD  
 \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

Lynna Mor...  
 Clerk of the Board of Supervisors  
 San Bernardino County

By \_\_\_\_\_  
 \_\_\_\_\_  
 Dated: \_\_\_\_\_

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved to Leg. Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
_____ _____, County Counsel	_____ _____	_____ _____
Date _____	Date _____	Date _____

**EXHIBIT A - PREVAILING WAGE REQUIREMENTS, REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS, FEMALE AND MINORITY GOALS, AND FEDERAL TRAINEE PROGRAM**

**A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:**

**1. Determination of Prevailing Rates:**

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at [www.dir.ca.gov](http://www.dir.ca.gov). The wage rate for any classification not listed but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1770, et seq.

**2. Payment of Prevailing Rates**

Each worker of the Contractor or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

**3. Prevailing Rate Penalty**

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

**4. Ineligible Contractors:**

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

**5. Payroll Records:**

- a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each

journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
  - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
  - iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
  - iv. The Contractor shall provide a certified copy of the payroll records with the entity that requests such records within ten (10) days after receipt of a written request; and
  - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

**6. Limits on Hours of Work:**

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code

section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

**7. Penalty for Excess Hours:**

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:**

a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:

- i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1771.1, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
- ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- iii. This project is subject to compliance monitoring and enforcement by the DIR.
- iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
- v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
  - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
  - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
  - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
- vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

b. Labor Code section 1725.5 states the following:

“A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor” includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted not more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3000) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for an assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of

this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) or subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract filed, in the bid specification or in the contract documents, identified as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

“(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that all of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor

performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1730), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 of this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served

upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

d. Labor Code section 1771.4 states the following:

“a) All of the following are applicable to public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In the format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (v) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

## **B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS**

### **1. State Public Works Apprenticeship Requirements:**

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230.1 and 230.2 for all apprenticeable occupations (denoted with “#” symbol next to occupation in DIR Prevailing Wage Determination), whether employed by the contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3077 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

### **2. Compliance with [California Labor Code section 1777.5](#) requires all public works contractors to:**

- a. Submit Contract Award Information (DAS-140):
  - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
  - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—it is not a request for the dispatch of an apprentice.
  - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
  - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
  - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

<http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

b. Employ Registered Apprentices

- i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
- ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program a verbal notice of at least 72 hours (business days only) before the date on which apprentices are required.
- iii. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
- iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- vi. Only “registered” apprentices may be paid the prevailing apprentice rates and must at all times work under the supervision of a Journeyman (Cal. Code Reg. tit 8, § 230.1).

c. Make Training Fund Contributions

- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
- iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- v. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

**3. Exemptions to Apprenticeship Requirements:**

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
  - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the Contractor performed the entire work from start to finish and worked alone.
  - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
  - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
  - iv. When the project is 100% federally-funded and the funding on the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
  - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

**4. Exemption from Apprenticeship Ratio:**

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
  - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%) or
  - ii. The number of apprentices training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
  - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
  - iv. If assignment of an apprentice to any work performed under the Contract documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. Where such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

**Contractor's Compliance:**

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadway functionally classified as local roads or rural minor collectors.

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**II. NONDISCRIMINATION**

The provisions of this section related to 29 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other supplies. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the provisions of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposals or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contract subcontracts and lower-tier subcontracts (including purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions shall be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employment referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of each labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability, making full efforts to obtain qualified and employable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide such referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. **Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT approved program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as a Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and fringe benefits (or cash equivalents therefor) due at time of payment computed at rates not less than those contained in the wage determination of the Department of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification shall be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.c. or 1.d. of this section) and the Davis-Bacon poster (WH-1320) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each work in which any contract work is performed a copy of payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted by the contract as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing work on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of the contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

- a. By entering into this contract, the contractor certifies that neither he (nor he or she, nor any person or firm who has an interest in the contractor's firm) is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable in the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance, and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and shall be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the

contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract, the contractor shall comply with all applicable Federal, State and local laws governing safety, health, and sanitation (29 CFR 1926.35). The contractor shall provide all required safety devices and protective equipment and take whatever needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. This is a condition of this contract, and shall be made a condition of every subcontract which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsafe, hazardous or dangerous to his/her health or safety as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder/proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will utilize in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval that is estimated to cost \$25,000 or more – as defined in 49 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If the agency later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause in default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded" as used in this clause, are defined in 49 CFR Parts 180 and 1200. "First Tier Covered Transaction" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 2. Instructions for Certification - Lower Tier Participants:

Apply to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$50,000 or more - 2 CFR Parts 180 and 1200)

When preparing and submitting this proposal, the prospective lower tier participant, providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract) "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contract). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the entering into of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying" in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 101-11.6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**Female and Minority Goals**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts" (FHWA-1273), the following are the female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

**Minority Utilization Goals**

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	
	CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA	
	CA Santa Cruz	14.9
	7500 Santa Rosa	
	CA Sonoma	9.1
177	8720 Vallejo-Fairfield-Napa, CA	
	CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA Glenn; CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	23.2
	Sacramento, CA SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	14.3
178	Stockton-Madison, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus, 8120	
	Stockton, CA CA	24.3
	San Joaquin	
179	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	19.8
	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties:	23.6

	CA Kings; CA Madera; CA Tulare	
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 15.3 21.5 19.7 24.5
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA Form R-139 (Appendix C to 23 CFR 230). Submit the forms by August 15.

**Federal Trainee Program**

This section applies if a number of trainees or apprentices is specified in the Special Provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

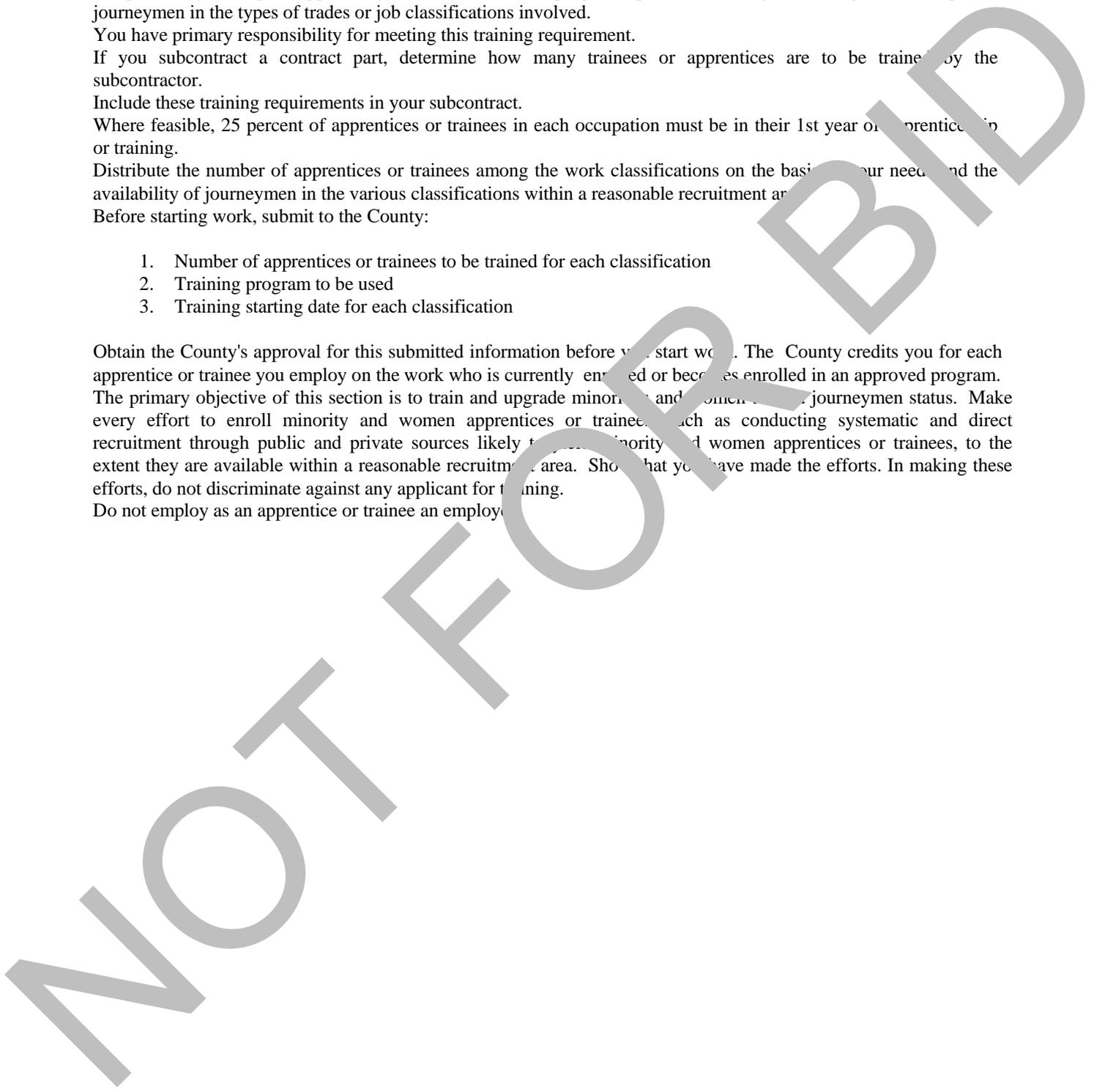
Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the County:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the County's approval for this submitted information before you start work. The County credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program. The primary objective of this section is to train and upgrade minority and women to journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to produce minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employ



1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The County and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - 1.1. Meet the your equal employment opportunity responsibilities
  - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program. Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
  - 2.1. Contribute to the cost of the training
  - 2.2. Provide the instruction to the apprentice or trainee
  - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training